

MEMORANDUM

JANUARY 14, 1988

9

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: RICARDO MILLETT, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
ANTONIO TORRES, SENIOR PLANNER

SUBJECT: REQUEST FOR AUTHORIZATION TO AMEND THE
COOPERATION AGREEMENT AND TO EXECUTE FOUR AGREEMENTS,
AND CLARIFICATION OF PREVIOUS BOARD VOTE FOR PLANNED
DEVELOPMENT AREA NO. 25, BAKER CHOCOLATE MILLS SITE,
1235-1245 ADAMS STREET, SOUTH DORCHESTER

SUMMARY: The Development Plan for Planned Development Area No. 25, the Baker Chocolate Mills Site, was approved by the Authority (March 26, 1987) and Map Amendment No. 200 was adopted by the Zoning Commission (May 5, 1987). The Mayor approved Map Amendment No. 200 and it became effective on June 1, 1987. A Cooperation Agreement between the Developer and the Authority was executed as of June 2, 1987. The Developer obtained exceptions and zoning relief from the Board of Appeal on July 21, 1987 for the project. The Authority's Vote of March 26, 1987 needs to be clarified in order to satisfy the project's lender that only seven affordable housing units are to be transferred to the cooperative association. Authorization is requested to amend Exhibit B of the Cooperation Agreement dated as of June 2, 1987, to make certain minor revisions to the locations of the affordable housing units within the buildings. Authorization also is requested for the Director to execute four agreements. The agreements are: (1) a Transportation Access Plan Agreement, (2) an Affordable Housing Agreement, (3) an Affirmative Fair Housing Marketing Plan Agreement, and (4) a Boston Residents Construction Employment Plan Agreement. These four agreements are summarized in this memorandum and copies of the proposed Exhibit B and said four agreements are attached.

Baker Square Limited Partnership proposes to substantially

rehabilitate five buildings and construct a new residential/parking structure in Planned Development Area No. 25. The completed project will house approximately 300 condominium units and approximately 450 parking spaces. The site is located on approximately 7.10 acres along the Neponset River. The project's address is 1235-1245 Adams Street in South Dorchester.

The need to clarify the Authority's vote at its meeting of March 26, 1987 arises from the sequence of events on that date and the fact that the Vote of that date did not address clearly one aspect of the approved Development.

The memorandum presented to the Authority at the meeting contemplated the sale to a cooperative association of a building containing 31 affordable housing units (15 low income, 8 moderate income and 8 upper moderate income) at a subsidized price of \$2,170,000, all of which units were to be located in the so-called Machine Shop Building, and all of which units were proposed for inclusion in a cooperative primarily in order to qualify the lower income units for various federal and state subsidy programs.

During the negotiations between the staff of the Authority, the representatives of the Dorchester Lower Mills Civic Association and the Developer which occurred during the Authority's meeting on March 26, 1987, the Developer agreed to sell 30 affordable units scattered throughout the development at subsidized prices, resulting in revisions to the staff's

recommended vote and adoption of a revised vote by the Authority pursuant to which 30 affordable housing units (7 low income, 16 moderate income and 7 upper moderate income) were to be sold by the Developer for \$2,170,000, with all of the units scattered between the Machinery Shop and Forbes Building in Phase I of the Development, and a third building in Phase II of the Development. As a result of this change, it was contemplated by the parties that the cooperative would be reduced in size so as to include only the seven low-income units for which subsidy was to be sought. While this reduction was implicit in the Authority's vote on March 26, 1987, and while the Cooperation Agreement incorporated the reduced cooperative concept, for purposes of satisfying the requirements of the project's lender, the Developer and the staff feel that the vote should be clarified by the Authority. It should be emphasized that this change in the cooperative does not in any way reduce the subsidy being provided by the Developer via reduced sales prices, as the Developer is still to receive only \$2,170,000 for the affordable housing units; the primary effect of the change is simply to alter the legal structure of the affordable units with the 23 affordable units no longer in the cooperative being sold to individuals as individual condominium unit owners pursuant to deeds limiting equity appreciation and the 7 condominium units in the cooperative being sold to the limited equity cooperative housing corporation.

The need to amend the Cooperation Agreement dated as of June 2, 1987 arises from the fact that during the design review process, the staff of the Authority and the Developer have agreed that different units within the Machine Shop Building and the Forbes Mill in Phase I and the Baker Mill in Phase II should be subsidized as affordable housing units, as the revised location of such units improves the overall design layout for both the subsidized and unsubsidized units in the Development. The revised Exhibit B to be incorporated into the Cooperation Agreement through an amendment is annexed hereto. The overall income mix, number of subsidized affordable housing units and the subsidized sales prices remain the same as originally proposed. The unit mix and spatial distribution in each building by bedroom size and income group generally remains as originally proposed; however, one of the upper moderate income units in Phase II now has been shifted to Phase I and replaced by a moderate income unit moved to Phase II from Phase I as a result of a minor modification resulting from the design review process, which change furthers the income mix objectives for the Development. Authorization therefore is requested to execute an amendment to the Cooperation Agreement incorporating such Exhibit B.

The Developer has volunteered to enter into a Transportation Access Plan Agreement, an Affordable Housing Agreement, an Affirmative Fair Housing Marketing Plan Agreement, and a Boston Residents Construction Employment Plan Agreement.

The Affordable Housing Agreement obliges the Developer to construct the Project, to include within the Project 30 affordable housing units (7 low income, 16 moderate income and 7 upper moderate income), to create the Cooperative Association for the 7 low income units and to market and sell (a) those 7 low income units to the Cooperative Association and (b) the 23 moderate income and upper moderate income units as condominiums, the 30 units being sold for an aggregate of \$2,170,000. The Agreement further obliges the Developer to place deed restrictions on the units limiting sale of the affordable units to households of low income, moderate income and upper moderate income for 30 years.

The Boston Residents Construction Employment Plan requires the Developer to use Best Efforts to ensure that the Boston Residents Construction Employment Standards are met by the Contractor through various means including use of Residency Verification Forms, weekly reporting to the Authority and record-keeping, and sets forth various other mechanisms to bring the construction employment benefits of the project to residents of Boston, minorities and women.

The Affirmative Fair Housing Marketing Plan Agreement sets forth the criteria for, and describes, the activities to be undertaken by the Developer in the marketing of the housing units in the Baker Mills Project. The purpose of the Agreement is, through an effective affirmative marketing and community outreach

effort, to ensure that Minorities and Female Heads of Households have open access to housing opportunities in the Development, both in terms of the affordable housing units and the market rate units. The Agreement also allows the Developer to target up to 70% of the affordable units for applicants residing in the neighborhood area.

The Transportation Access Plan Agreement obliges the Developer to mitigate potential traffic and parking impacts for the construction and operation of the Baker Mills Project by such mechanisms as design and operational features to encourage the use of Central Avenue as the main entrance to the Development, and obliging the Developer to construct a total of 450 parking spaces as part of the Development. The Agreement also contains certain provisions regarding pedestrian safety, truck deliveries, public transportation and a construction management plan.

Copies of each one of these Agreements are attached. Authorization is requested for the Director to execute these Agreements substantially in the form attached hereto except for such changes as may be approved by the the Director and Chief General Counsel.

Appropriate votes follow:

VOTED: That the vote of this Authority on March 26, 1987, be and hereby is clarified as to reflect that of the thirty

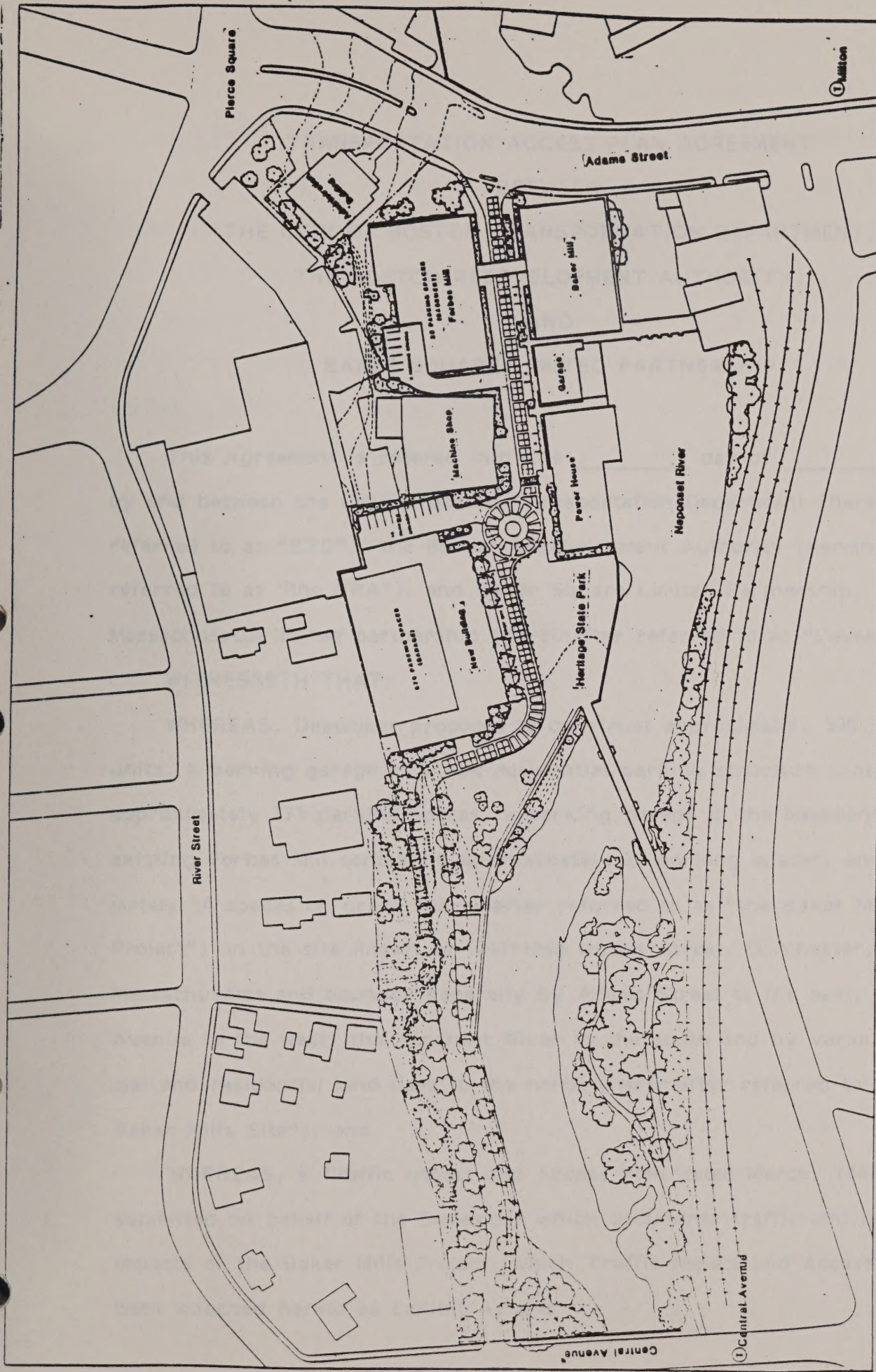
affordable units approved for this project, sixteen will be sold as moderate-income condominium units, seven will be sold as upper moderate-income condominium units, and the remaining seven will be sold to the cooperative as low-income affordable housing and that in all other respects the prior approvals are affirmed and the Project shall proceed as approved previously and as herein set forth, except for minor design revisions made as part of the design review process;

and further

VOTED: That the Authority hereby authorizes the Director to execute an amendment to the Cooperation Agreement, dated June 2, 1987, for Planned Development Area No. 25 so as to incorporate Exhibit B attached hereto;

and further

VOTED: That the Authority hereby authorizes the Director to enter into a Transportation Access Plan Agreement, an Affordable Housing Agreement, an Affirmative Fair Housing Marketing Plan Agreement, and a Boston Residents Construction Employment Plan Agreement with Baker Square Limited Partnership. These Agreements shall be substantially in the form attached hereto except for such changes as may be approved by the Director and Chief General Counsel.

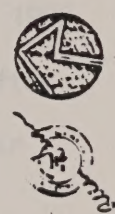


1041

SITE PLAN

Scale: 1" = 100'

North Arrow



PARKING

EXISTING	100
PROPOSED	100
TOTAL	200



BAKER MILLS SITE STUDY

EISENBERG SKIDMORE OWINGS & MERRILL

600 BOSTON STREET
BOSTON, MASSACHUSETTS 02116

TRANSPORTATION ACCESS PLAN AGREEMENT

BETWEEN

THE CITY OF BOSTON TRANSPORTATION DEPARTMENT,

THE BOSTON REDEVELOPMENT AUTHORITY,

AND

BAKER SQUARE LIMITED PARTNERSHIP

This Agreement is entered into this _____ day of _____, 1988, by and between the City of Boston Transportation Department (hereinafter referred to as "BTD"), the Boston Redevelopment Authority (hereinafter referred to as "the BRA"), and Baker Square Limited Partnership, a Massachusetts limited partnership (hereinafter referred to as "Developer").

WITNESSETH THAT:

WHEREAS, Developer proposes to construct approximately 300 residential units, a parking garage in a new residential/parking structure containing approximately 371 parking spaces, a parking garage in the basement of the existing Forbes Mill containing approximately 25 parking spaces, and approximately 54 spaces on grade (hereinafter referred to as "the Baker Mills Project") on the site known as 1241-1255 Adams Street, Dorchester, Massachusetts and bounded generally by Adams Street to the east, Central Avenue to the west, the Neponset River to the south and by various commercial and residential land uses to the north (hereinafter referred to as "the Baker Mills Site"); and

WHEREAS, a Traffic Impact and Access Plan dated March, 1987 has been submitted on behalf of the Developer which documents traffic and parking impacts of the Baker Mills Project, which Traffic Impact and Access Plan has been attached hereto as Exhibit A; and

WHEREAS, Developer acknowledges potential traffic and parking impacts from the construction and operation of the Baker Mills Project and that such impacts can be mitigated through a construction management plan and a permanent access plan; and

WHEREAS, BTM, the BRA and the Developer desire to mitigate traffic and parking impacts from the construction and operation of the Baker Mills Project;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged, the parties do hereto mutually agree as follows:

Section 1. Definitions

- (a) "Agreement" shall mean this Transportation Access Plan Agreement.
- (b) "Baker Court" shall mean that section of the main drive from the central circle east to Adams Street, as set forth in the Site Plan attached hereto as Exhibit B and incorporated herein.
- (c) "Baker Court Roadway" shall mean the main drive that runs through the Baker Mills Site between Central Avenue and Adams Street.
- (d) "Baker Mills Project" shall mean the development of approximately 300 residential units, a parking garage in a new residential/parking structure containing approximately 371 parking spaces, a parking garage in the basement of the existing Forbes Mill containing approximately 25 parking spaces and approximately 54 spaces on grade to be constructed on the Baker Mills Site.

(e) "Baker Mills Site" shall mean the site known as 1241-1255 Adams Street, Dorchester, Massachusetts and bounded generally by Adams Street to the east, Central Avenue to the west, the Neponset River to the south and by various commercial and residential land uses to the north, as more fully set forth in Exhibit C to this Agreement.

(f) "BRA" shall mean the Boston Redevelopment Authority, a body politic and corporate, organized under Massachusetts General Laws, Chapter 121B, with offices at One City Hall Square, Boston, Massachusetts 02201, its successors and assigns.

(g) "BTD" shall mean the Transportation Department of the City of Boston, its successors and assigns.

(h) "Certificate of Occupancy" shall mean a certificate of occupancy issued by the City of Boston Inspectional Services Department for the Baker Mills Project.

(i) "Developer" shall mean Baker Square Limited Partnership, a Massachusetts limited partnership, with Related Companies Northeast, Inc. and Chocolate Mills Associates as general partners and a principal place of business at Exchange Place, Boston, Massachusetts 02109, its successors and assigns.

(j) "Development Parking Facility" shall mean the approximately 371-car parking garage to be constructed on the Baker Mills Site.

(k) "Effective Date" shall mean the date as defined in Section 24 of this Agreement.

(l) "MBTA" shall mean the Massachusetts Bay Transportation Authority.

(m) "Off-Peak Hours" shall mean the hours between 9:30 a.m. and 4:00 p.m. on Monday through Friday.

(n) "Peak Hours" shall mean the hours between 7:00 a.m. and 9:30 a.m. and the hours between 4:00 p.m. and 6:00 p.m. on Monday through Friday.

(o) "Phase I of the Baker Mills Project" refers to the Forbes Mill including 25 parking spaces, the Machine Shop, approximately 371 spaces in the Development Parking Facility and approximately 21 on-grade parking spaces.

(p) "Phase II of the Baker Mills Project" refers to the Baker Mill, the Old Garage, the Power House and approximately 9 on-grade parking spaces.

(q) "Phase III of the Baker Mills Project" refers to the residential component of the residential/parking structure and approximately 24 on-grade parking spaces.

(r) "Term of this Agreement" shall mean the period of time from the Effective Date hereof to thirty (30) years from the date of issuance of the initial Certificate of Occupancy.

(s) "Traffic Impact and Access Plan" shall mean the Transportation Impact Study and Access Plan for the Baker Mills Development dated March, 1987

prepared for Related Companies Northeast, Inc. by Vanasse Hangen Brustlin, Inc. as such Plan may from time to time be amended, a copy of which is attached as Exhibit A and incorporated herein by reference.

Section 2. Access/Circulation

(a) Developer shall provide design and operational features to encourage the use of Central Avenue as the main entrance to the Baker Mills Site. Said design and operational features which shall be subject to design review and approval by the BRA and BTD shall include, but not be limited to, the following features:

(I) Primary access to the Development Parking Facility shall be from Central Avenue; secondary access to the Development Parking Facility shall be from Adams Street.

(II) The design of the Baker Court Roadway shall discourage through-traffic over Baker Court Roadway between Central Avenue and Adams Street and facilitate safe pedestrian movement, both by methods set forth in subsection (V) below and Section 4 hereof.

(III) The curb-to-curb travel way on the Baker Court shall be twenty (20) feet.

(IV) Baker Court shall be paved in brick and/or granite, or other non-asphalt material specifically approved by the BRA.

(V) Vehicle movements at the Baker Court entrance from Adams Street shall by physical means be restricted to right turns in and out. Said

physical means shall be either an island at the driveway mouth or a median on Adams Street as determined by the Traffic Operations Division of BTB.

Section 3. Parking

Developer shall construct approximately 450 parking spaces on the Baker Mills Site. Said spaces shall be composed of approximately 371 parking spaces in the Development Parking Facility, approximately 25 parking spaces in the Forbes Mill Building, and approximately 54 on-grade parking spaces. During each phase of the construction of the Baker Mills Project, Developer shall provide at least 1.5 parking spaces per completed housing units.

Section 4. Pedestrian Safety

(a) Developer shall install raised pedestrian crosswalk treatments at major crossings of Baker Court. The major crossings shall include, but not be limited to, the crossing at the Adams Street entrance to Baker Court and a crossing just east of the central circle. Among other major crossings to be considered shall be a third mid-block crossing. The raised pedestrian crosswalks shall have an approximately six-inch rise from the roadway grade over a two to three foot run and shall be approximately eight to ten feet wide. The final design of the raised pedestrian crosswalks shall be in accordance with generally accepted traffic engineering principles. The raised pedestrian crosswalk treatments shall be subject to design review and approval by the BRA and BTB.

(b) Developer shall provide sidewalks in accordance with Section 9 of this Agreement with a minimum width of six feet and up to ten feet wherever

possible along both sides of Baker Court adjacent to the Baker Mills Project buildings. The sidewalks shall be subject to design review and approval by the BRA.

(c) Developer shall provide appropriate levels of lighting on the walkways throughout the Baker Mills Site. The lighting shall be subject to design review and approval by the BRA and BTB.

Section 5. Truck Deliveries

(a) Developer shall use best efforts to schedule truck deliveries to the Baker Mills Site during Off-Peak Hours.

(b) Developer shall use best efforts to have heavy truck traffic use the Central Avenue access drive.

(c) Developer shall require and use best efforts to enforce regularly scheduled truck traffic to use the Central Avenue drive.

Section 6. Public Transportation

Developer shall encourage the use of public transportation by providing schedules for area transit services and selling MBTA passes to construction workers and Baker Mills Project residents at the Baker Mills Site.

Section 7. Transportation Coordinator

Developer shall designate a transportation coordinator who shall cooperate with BTB in the execution and monitoring of the obligations set forth in this Agreement.

Section 8. Construction Management Plan

Developer shall prepare a construction management plan which details measures to insure the maintenance of existing levels of service on adjacent roadways during the construction of the Baker Mills Project and shall submit said plan to BTD for approval by BTD, and such approval shall be obtained before the Developer submits any applications for building permits to the City of Boston's Inspectional Services Department. The construction management plan shall include the following measures:

- (a) Pedestrian traffic along Adams Street shall be protected from construction work on the Baker Mills Site.
- (b) Excavation of the existing public roadways for utilities work and driveway construction for the Baker Mills Project shall be restricted to Off-Peak Hours and/or weekends.
- (c) Parking for construction workers on the Baker Mills Project shall be provided on the Baker Mills Site to minimize the impact of the Baker Mills Project on neighbors and area merchants.
- (d) Worker shifts for workers on the Baker Mills Project shall be scheduled to minimize conflict with commuting traffic during Peak Hours.
- (e) All construction materials for the Baker Mills Project shall be stored on the Baker Mills Site.
- (f) Truck deliveries to the Baker Mills Project shall be restricted to Off-Peak Hours and weekends.

Section 9. Timetable

Developer shall perform its respective activities in accordance with the following schedule:

<u>Activity</u>	<u>Commencement Date</u>	<u>Completion Date</u>
Developer's Design of Baker Court Roadway	May 15, 1987	September 30, 1987
Developer's Installation of Sidewalks		
(a) North Side of Baker Court	90 days before substantial completion of Phase I of the Baker Mills Project	Substantial completion of Phase I of the Baker Mills Project
(b) South Side of Baker Court	90 days before substantial completion of Phase II of the Baker Mills Project	Substantial completion of Phase II of the Baker Mills Project
(c) Adjacent to Residential/Parking Garage Structure	Temporary sidewalks 90 days before substantial completion of Phase I of the Baker Mills Project; permanent sidewalks 90 days before substantial completion of Phase III of the Baker Mills Project	Temporary sidewalks on substantial completion of Phase I of the Baker Mills Project; permanent sidewalks on substantial completion of Phase III of the Baker Mills Project
Developer's Installation of Lighting	90 days before substantial completion of Phase I of the Baker Mills Project	Substantial completion of Phase I of the Baker Mills Project
Developer's Installation of Crosswalks	90 days before substantial completion of Phase II of the Baker Mills Project	Substantial completion of Phase II of the Baker Mills Project

In addition, Developer shall commence the distribution of schedules for area transit services and the sale of MBTA passes no later than 60 (sixty) days following the commencement of construction at the Baker Mills Site and shall submit a construction management plan in accordance with Section 8 of this Agreement to BTB and the BRA and BTB and the BRA shall approve said plan prior to the Developer submitting any applications for building permits to the City of Boston's Inspectional Services Department.

Section 10. Defaults and Remedies

In the event that the Developer or its successors and assigns shall fail to comply with or shall breach any provisions of this Agreement, BTB and/or the BRA may institute any such actions and proceedings as BTB and/or the BRA may deem appropriate, including, but not limited to, an action to compel specific performance and/or to collect any and all damages, expenses, losses and costs caused by such failure or breach, including legal expenses.

The BRA, BTB and the Developer expressly agree that no third party beneficiary will have any enforceable rights under this Agreement.

Notwithstanding, the above provision, BTB and the BRA agree that the liability of the Developer, its successors or assigns for failure to comply with or breach of any provisions of this Agreement shall not extend beyond the interest of the Developer and each of its successors or assigns in the Baker Mills Project. Neither the Developer nor any trustee, beneficiary, partner, venturer, stockholder, manager, officer, director, agent or employee of the Developer or any of its successors and assigns ever shall be personally liable under this Agreement, nor shall the Developer, or its successors or assigns

ever be answerable or liable in any equitable proceeding or order beyond the extent of the interest of the Developer or its successors or assigns in the Project.

Section 11. Records and Reports

(a) Project Records. Developer shall keep and maintain books, records and other documents regarding compliance with Sections 5, 6 and 8 of this Agreement, including such transportation data as trip generation, and public transit usage, and vehicle occupancy surveys, all to be conducted annually for a consecutive 48-hour period. Developer shall make said books, records, and other documents available at all reasonable times for inspection, copying, audit and examination by BTM and the BRA.

(b) Annual Report. Developer shall deliver an annual report detailing the Developer's compliance with Sections 5 and 6 of this Agreement to BTM and the BRA within 60 days of the end of each Calendar Year during the Term of this Agreement.

Section 12. Access to Baker Mills Project

Developer agrees that any duly authorized representative of BTM and/or the BRA shall, at all reasonable times, have access to any portion of the Baker Mills Project until the completion of the construction of the Baker Mills Project.

Section 13. Assumption of Liability.

(a) Developer shall assume the defense of and hold LTD, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Developer, its agents or employees in any way connected with performance under this Agreement.

(b) Developer shall assume the defense of and hold the BRA, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Developer, its agents or employees in any way connected with performance under this Agreement.

Section 14. Assignment

Developer may assign its interest in this Agreement, but only subject to and by complying with the following conditions:

(1) At the time of the assignment, Developer shall not then be in default of the terms and conditions of this Agreement imposed upon Developer;

(2) The assignee shall expressly assume and agree to perform and comply with all the covenants and provisions of this Agreement on the part of the Developer; and

(3) There shall be promptly delivered to the BRA and LTD the original or a duplicate original of the instrument or instruments containing such assignment to and assumption by the assignee.

Section 15. Waiver

No act by or on behalf of BTB and the BRA shall be, or be deemed or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by BTB and the BRA, and expressly stated to constitute such waiver. Any express waiver by BTB and the BRA of any rights, terms or conditions of this Agreement shall not operate to waive such rights, terms or conditions or any other rights, terms or conditions, beyond the specific instance of such waiver.

Section 16. Conflict of Interest

Developer covenants and agrees that it shall, in carrying out its responsibilities under this Agreement, comply strictly with each and every provision of c. 268A of the General Laws (the Conflict of Interest Law) to the full extent of the applicability of said provisions to the Developer.

Section 17. Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Developer (including without limitation any condominium association or other association having powers of control over the Site or any portion thereof under Chapter 183A, Massachusetts General Laws) and the public body or bodies succeeding to the interests of the BRA and BTB.

Section 18. Notices

All notices or other communication required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer of the Developer, or of the BRA and BTB, and shall be deemed delivered if

mailed, postage prepaid, by registered or certified mail, return receipt requested, to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other parties:

Developer: Baker Square Limited Partnership
c/o Related Companies Northeast, Inc.
Exchange Place
Boston, Massachusetts 02109

with a copy to: Christopher H. Milton, Esquire
Fine & Ambrogne
Exchange Place
Boston, Massachusetts 02109

The City: City of Boston Transportation Department
One City Hall Square
Boston, Massachusetts 02201
Attention: Commissioner

with a copy to: City of Boston Law Department
One City Hall Square
Boston, Massachusetts 02201
Attention: City Corporation Counsel

The BRA: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201
Attention: Director

with a copy to: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201
Attention: Chief General Counsel

Section 19. Amendment

This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by BTB, the BRA and Developer.

Section 20. Severability

Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agree-

ment. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 21. Execution in Counterparts

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 22. Table of Contents, Titles and Headings

The headings of the sections, subsections and paragraphs set forth herein are for convenience of reference only and are not a part of this Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 23. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 24. Effective Date

This Agreement shall be deemed to become effective as of the date it shall be executed and dated by all parties.

Section 25. Expiration

This Agreement shall terminate thirty (30) years from the issuance of the initial Certificate of Occupancy and the provisions contained herein shall be null and void as of the date of termination.

Section 26. Mitigation Expenses

All mitigation measures undertaken pursuant to this contract shall be at the expense of the Developer and no expense will be incurred by the BRA or BTDA with respect to such measures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement in three (3) counterparts to be signed, sealed and delivered by their respective duly authorized representatives, as of the date first written above.

WITNESS:

CITY OF BOSTON TRANSPORTATION
DEPARTMENT

By _____
Richard A. Dimino, Commissioner
BOSTON REDEVELOPMENT AUTHORITY

By _____
Stephen Coyle, Director

BAKER SQUARE LIMITED
PARTNERSHIP

By RELATED COMPANIES NORTHEAST,
INC;
as a general partner of Baker
Square Limited Partnership

By _____
Edward A. Saxe, President
Hereunto Duly Authorized

Approved as to form:

Chief General Counsel
Boston Redevelopment Authority

Approved as to form:

Corporation Counsel
City of Boston

Boston Residents
Construction Employment Plan
For
Baker Chocolate Mills

WHEREAS, Baker Square Limited Partnership (the "Developer") and the Boston Redevelopment Authority (the "Authority") desire to bring the construction employment benefits of the Project, as hereinafter defined, to residents of the City of Boston, minorities, and women;

WHEREAS, the Cooperation Agreement between the Developer and the Authority pertaining to the Project dated May 14, 1987 (the "Cooperation Agreement") requires the Developer to prepare and submit and the Authority to approve a construction employment plan;

WHEREAS, an ordinance, entitled "Establishing The Boston Residents Job Policy", the Ordinances of 1983, Chapter 30, (the "Ordinance") incorporates therein the City of Boston Supplemental Minority Participation and Resident Preference Section in order to ensure compliance therewith (Copies of the Ordinance and the incorporated document are attached hereto as Exhibit "A");

WHEREAS, the Authority is the "Agency" as defined in Section 2 of the Ordinance, responsible for the planning, implementation and enforcement thereof, including but not limited to the imposition of sanctions as set forth therein; and

WHEREAS, this plan is the "Residents Construction Employment Plan" (the "Plan"), as referred to in Section 15 of the Cooperation Agreement.

NOW, THEREFORE, the Developer and the Authority agree that the Plan for the Project is as follows:

Section 1: DEFINITIONS

As used in this Plan, the following terms shall have the meanings set forth below. Capitalized terms used in this Plan without definition which are defined in the Ordinance shall have the meanings ascribed to them in the Ordinance.

- 1.1 Contractor: The general contractor for the Project engaged from time to time by the Developer, and, where the context requires, any subcontractor thereto.
- 1.2 On-Site Monitor: an individual employed by the Contractor whose responsibility will be (i) to serve as compliance officer for the purpose of pursuing the Boston Residents Employment Standards and (ii) the daily implementation of this Plan. As used in paragraphs 3.5 and 3.6 the phrase "On-Site Monitor" shall also include the individual

designated by each subcontractor to serve as compliance officer for the purpose of pursuing the Boston Residents Employment Standards.

- 1.3 Site Description: The site of the proposed development is a parcel located in the south Dorchester district of Boston. The site is bounded on the south by the Neponset River, on the east by Adams Street, on the west by Central Avenue and on the north by the properties of various land owners and Taylor Terrace, a private way. The site is a long, narrow site having an aggregate frontage on the Neponset River of approximately 7.10 acres, of which approximately 6.10 acres are above the existing high water mark of the Neponset River.
- 1.4 Project: The development proposed for the Site is to consist of approximately 300 residential units (approximately 195 two-bedroom and 105 one-bedroom). These units are to be located as follows: Approximately 98 residential units are to be constructed within the rehabilitated shells on the Forbes Mill and the Machine Shop, which existing structures are located to the north of the Baker Mill, the existing Garage and the Power House structures, respectively. Approximately 112 residential units are to be constructed within the rehabilitated shells of the Baker Mill and its appurtenant Garage, and within the rehabilitated shell of the Power House, these 112 units therefore being situated immediately adjacent to the Neponset River. Approximately 90 residential units are to be incorporated into the new ten-story residential/parking structure to be constructed on the Site to the north and west of the existing Power House and Machine Shop structures, respectively, said new construction to include integration with a five-level parking garage. There will be no less than 450 parking spaces. The new garage structure is to contain approximately 376 parking spaces; the Forbes Mill will contain approximately 25 parking spaces; and approximately 49 parking spaces will be on grade elsewhere on the Site. Hereafter, the foregoing construction will be referred to as the "Development".

The Development will be constructed in three phases. Phase I refers to the rehabilitation/construction of the Forbes Mill, the Machine Shop and approximately 275 parking spaces in the new residential/parking structure. Phase II refers to the rehabilitation/construction of the Baker Mill, the Garage and the Power House. Phase III refers to the rehabilitation/construction of the residential component of the new residential/parking structure and approximately 101 parking spaces in the new residential/parking structure.

The allocation of uses within the Site will be as follows. The primary use of the structures will be for multi-family dwellings (Use Item 7 under the Boston Zoning Code), a private club (Use Item 30), parking lots (Use Item 58), a parking garage (Use Item 59). Furthermore, there may be an accessory fuel storage use (Use Item 80) and an accessory permanent dwelling for personnel required to reside on the Site for the safe and proper operation of the main uses (Use Item 83), and there will be accessory parking (Use Item 72), and an accessory indoor swimming pool (Use Item 72A). Finally, various uses ancillary to the foregoing uses may be designed into the project (Use Item 71).

Section II: GENERAL REQUIREMENTS

- 2.1 Developer shall use Best Efforts to ensure that the Boston Residents Construction Employment Standards are met by its Contractor in constructing the Project.
- 2.2 The Developer shall incorporate into its construction contract with the Contractor and shall require Contractor to incorporate into each of its subcontracts provisions requiring that the Contractor and each subcontractor engaged in construction in connection with the Project comply with this Plan. The incorporation by reference of this Plan into any such construction contract or subcontract shall satisfy such obligation.
- 2.3 Documentation of the Developer's compliance herewith shall be maintained by the Developer; documentation of the Contractor's compliance herewith shall be maintained by the On-Site Monitor. The Developer shall provide copies of such documentation to the Authority as required herein or as requested from time to time by the Authority.
- 2.4 The Developer shall cause the Contractor to prepare a projection of work force needs over the course of construction of each phase of the Project and to complete the Projected Work Force Form attached hereto as Exhibit B and incorporated herein by this reference. Contractor shall update such projection periodically during the course of construction of each phase of the Project, but not more frequently than quarterly.
- 2.5 The Authority shall make determinations as to compliance by Developer and Contractor with the Boston Residents Construction Employment Standards at time intervals as set out in one of the following two schedules, whichever allows for more frequent determinations:
 - (1) When each phase of the Project is 25, 50, 75 and 100 percent complete, or,

- (2) Every three months from the date of commencement of construction of each phase of the Project.

"Percent complete" shall be measured by the percentage of the total worker hours expected to be worked on each phase of the Project as set forth in the projection of work force needs shown on the Projected Work Force Form submitted pursuant to paragraph 2.3.

- 2.6 The Developer shall maintain, and shall cause Contractor to maintain, records necessary to ascertain compliance with this Plan for one (1) year after the issuance of a Certificate of Occupancy for the shell and core of each phase of the Project.
- 2.7 The Developer shall meet with the Contractor no less frequently than weekly throughout the period of construction of each phase of the Project to review the Contractor's compliance with this Plan and the Boston Residents Construction Employment Standards. The Developer shall record and maintain minutes of such meetings and forward copies thereof to the Authority within ten (10) calendar days of such meetings.
- 2.8 The Developer shall require that the Contractor and each subcontractor designate an individual to serve as compliance officer for the purpose of pursuing the Boston Residents Construction Employment Standards.

Section III: PROCEDURES

- 3.1 The Developer shall furnish to the Authority the name, title, business address and telephone number of the person designated as the On-Site Monitor.
- 3.2 Prior to the start of construction, the Developer and the Contractor shall meet with representatives of the Authority for the purpose of discussing and agreeing upon the methods and procedures for the implementation of the provisions of this Plan. Such meeting (the "Pre-Construction Conference") shall be attended by subcontractors to the Contractor then selected, if any, who shall have been notified by mail of the time, place, and purpose of such Pre-Construction Conference at least three (3) days in advance thereof.
- 3.3 Prior to the start of construction of each phase of the Project, the Contractor and each subcontractor to the Contractor then selected, if any, shall meet with appropriate representatives of the construction trades union and the Authority for the purpose of reviewing the Boston Residents Construction Employment Standards and the estimated employment requirements for construction workers over the course of construction of each phase of the Project.

- 3.4 Within three (3) days after the employment or assignment of a worker to work on each phase of the Project, the Contractor and each subcontractor will obtain from such worker a completed and signed Residency Verification Form in the form attached hereto as Exhibit C. The Residency Verification Form shall be submitted to the Authority together with the first Weekly Utilization Report on which such worker's employment is first reported. If the Contractor or the subcontractor shall have requested a worker to complete such Residency Verification Form and the worker shall have refused to do so, in lieu of such Residency Verification Form the Contractor or subcontractor shall submit a sworn statement that the worker has been requested to complete and sign such form but has refused.
- 3.5 One week following the commencement of construction of each phase of the Project and each week thereafter until such work is completed the On-Site Monitor shall complete and submit to the Authority for the week just ended Weekly Utilization Reports in the form attached hereto as Exhibit D. In lieu of submitting the form attached hereto, the On-Site Monitor may submit payroll records containing the same information as is required on the form attached hereto as Exhibit D.
- 3.6 All persons applying directly to the Contractor or any subcontractor for employment in construction of each phase of the Project who are not employed by the person to whom application for employment is made shall be referred by such person to the Authority. The On-Site Monitor shall forward in writing to the Authority, within two business days of receipt thereof, the names, home addresses and telephone numbers of all persons applying directly to the Contractor or any subcontractor for employment in construction of each phase of the Project who are not employed by the person to whom application for employment is made. The On-Site Monitor shall keep a written record of all referrals made to the Authority pursuant to this paragraph 3.5, of any person who was referred to the Contractor or any subcontractor by the Authority but was not hired, and the reasons why any person so referred was not hired. It shall be a sufficient reason for failure to hire any person so applying or referred that employment of such person would not comply with any union security clauses contained in any applicable collective bargaining agreements to which construction of each phase of the Project is subject.
- 3.7 Each request for qualified construction workers made by the Contractor or any subcontractor to a union hiring hall, business agent, or contractor's association shall contain a recitation of the Boston Residents Construction Employment Standards in the Form attached hereto as Exhibit E and a request that referrals for construction positions be referred in the same proportion as such Boston Residents

Construction Employment Standards; provided, however, that if at the time of any such labor request the requesting party's work force composition falls short of the Boston Residents Construction Employment Standards in any one or more categories, such labor request shall seek referrals in such proportion among such categories as would be necessary to more fully achieve the proportions set forth in the Boston Residents Construction Employment Standards. In the event that the union hiring hall, business agent or contractor's association to whom or which such a request has been made fails to fully comply with such request, the requesting party's On-Site Monitor shall seek written confirmation from the union hiring hall, business agent, or contractor's association that there are insufficient workers in the categories specified in such request then shown on the list of unemployed workers maintained by such union hiring hall, business agent or contractor's association. Copies of any confirmation so obtained shall be submitted promptly to the Authority. Copies of any request for qualified workers made at a time that the requesting party's work force composition falls short of any one or more of the Boston Residents Construction Employment Standards shall be forwarded contemporaneously to the Skills Bank.

- 3.8 Representatives of the Authority may visit periodically the site of the Project during normal working hours to verify the information in the Weekly Utilization Reports, Residency Verification Forms, or other documentation submitted by the Contractor or the Developer. Such representatives shall comply with all safety and site control requirements imposed by the Contractor.

Section IV: DETERMINATION OF COMPLIANCE

- 4.1 Failure by the Developer or the Contractor, as the case may be, as determined by the Authority at the determination intervals set forth in paragraph 2.4 hereof, (i) to comply with this Plan, or (ii) to use Best Efforts to comply with the Boston Residents Construction Employment Standards, shall constitute non-compliance herewith. Any independent determination by the Authority of non-compliance as herein defined shall be made only after the Authority has held a public hearing upon the issue of such non-compliance, notice of which shall have been given in writing to the Developer and the Contractor at least fourteen (14) days prior to such hearing.

Section V: SANCTIONS

- 5.1 The Developer and the Contractor shall be subject to such sanctions as are authorized by Section 4(c) of the Ordinance for non-compliance herewith.

- 5.2 All fines or other sanctions imposed for non-compliance upon the Developer by the Authority shall be in its capacity as the responsible "Agency" within the meaning of the Ordinance.

Section VI: MINORITY BUSINESS ENTERPRISES

- 6.1 The Developer and its Contractor shall use best efforts to insure that during the construction of the Project a minimum of ten percent (10%) of their total expenditures for construction, goods and professional services be granted to Minority Business Enterprises, as hereinafter defined. In connection with direct construction activity, the Contractor and each subcontractor, which is a Minority Business Enterprise, must sign the Minority Business Utilization Form in the form attached hereto as Exhibit "F-1", and when the work of each subcontractor is completed a Final Minority Business Utilization Form in the form attached hereto as Exhibit "F-2" must be signed. All of the beforementioned forms must be submitted to the Authority promptly.
- 6.2 For the purposes of this Section VI, the below indicated terms have the meanings respectively ascribed to them:
- (a) Minority Business Enterprise: A business organization (corporation, partnership or sole proprietorship) in which fifty-one percent (51%) of the beneficial ownership and control is held by one or more minority persons.
 - (b) Beneficial Ownership and Control: Ownership of at least fifty-one percent (51%) of the voting stock or proprietary interest in any corporation, partnership or sole proprietorship.
 - (c) Minority Person: An individual who is Black, Hispanic, Oriental or American Indian.

Section VII: MISCELLANEOUS

- 7.1 The provisions of this Plan are severable, and if any shall be held invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.
- 7.2 This Plan shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

- 7.3 All notices required or permitted to be given under this Plan shall be in writing signed by duly authorized officers, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, or delivered by hand to the principal office of the party to which it is directed, which is as follows unless otherwise designed by written notice to the other party:

Developer: Baker Square Limited Partnership
c/o Related Companies Northeast,
Inc.
Exchange Place
Boston, Massachusetts 02109
Attention: President

Authority: Boston Redevelopment Authority
One City Hall Square, 9th Floor
Boston, Massachusetts 02201
Attention: Director's Office

with a copy to: George Winston
Director of Contract Compliance
Boston Redevelopment Authority
One City Hall Square, 9th Floor
Boston, Massachusetts 02201

- 7.4 Section titles of this Plan are for convenience of reference only and shall be disregarded in construing any provision thereof.

- 7.5 The provisions of this Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Authority and the successor owners of the Project.

Section VIII: EFFECTIVE DATE

This plan shall be effective as of the date hereof.

Section IX: MISCELLANEOUS

- 9.1 In the case of any inconsistency or conflict between or with the provisions of this Plan and the Ordinance, the provisions of the Ordinance shall govern.
- 9.2 In the case of any inconsistency or conflict between or with the provisions of this Plan and the provisions of Section 15 of the Cooperation Agreement, the provisions of this Plan shall govern.

In WITNESS WHEREOF, the undersigned have caused this Plan to
be executed and delivered on this day of 1988.

BAKER SQUARE LIMITED PARTNERSHIP

By: RELATED COMPANIES NORTHEAST,
INC., GENERAL PARTNER OF BAKER
SQUARE LIMITED PARTNERSHIP

By _____
Edward A. Saxe, President

APPROVED AS TO FORM:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel
Boston Redevelopment Authority

By _____
Stephen Coyle, Director

Exhibit "A"

ORDINANCES OF 1983, CHAPTER 30
CITY OF BOSTON SUPPLEMENTAL MINORITY
PARTICIPATION AND RESIDENT PREFERENCE SECTION



ORDINANCES OF 1983, CHAPTER 30

ESTABLISHING
THE BOSTON RESIDENTS JOBS POLICY

In the Year Nineteen Hundred and Eighty-three

Be it ordained by the City Council of Boston, as follows:
SECTION 1 Preamble.

Whereas. There is a very high rate of unemployment in the City of Boston among both white and minority residents:

Whereas. The subsequent multiplier effect of this high level of unemployment has a direct and deleterious effect upon all the neighborhoods of the City of Boston, resulting in the physical deterioration of neighborhoods, vandalism, and crime:

Whereas. The City of Boston expends nearly one billion dollars in contracts, part of this money derived from taxes paid by city residents:

Whereas. These contracts enable private developers to obtain state and federal funds, and provide such developers with property tax and other benefits, for the purposes of constructing public works projects and other projects aimed at reviving and rebuilding blighted and unproductive areas of the City of Boston:

Whereas. The vast majority of workers employed on such projects are individuals who do not reside in the City of Boston:

Whereas. Black, Hispanic, Asian, and native American residents of the City of Boston, as well as female residents, have historically been systematically excluded from the construction trades and unions in the City of Boston:

Whereas. The Boston Resident Jobs Policy has been an Executive Order since September 11, 1979; and

Whereas. The United States Supreme Court has declared the Boston Residents Jobs Policy to be a legitimate and legally valid policy; therefore, be it ordained as follows:

SECTION 2. Definitions.

The following words as used in this ordinance shall, unless the context otherwise requires, have the following meanings:

"Minority person" shall include those persons who are Black, Hispanic, Asian, or native American.

"Resident" is any person for whom the principal place where that person normally eats and sleeps and maintains his or her normal personal and household effects is within the city limits for the City of Boston.

"Agency" shall mean the unit of government, within the structure of the City of Boston that is responsible for the application, administration and execution of Community Development Block Grants, projects in the area of housing and employment, and federal affirmative action programs, currently the Neighborhood Development and Employment Agency.

"Contract Compliance Office" is that office within the structure of the City of Boston government that has purview over the areas of compliance and enforcement for federal, state and/or local affirmative action programs.

SECTION 3. Policy.

(a) On any construction project funded in whole or in part by city funds, or funds which, in accordance with a federal grant or otherwise, the city expends or administers, or which the city is a signatory to the construction contract, the worker hours on a craft-by-craft basis shall be performed, in accordance with the contract documents provided for in section 3(b) below, as follows:

1. at least 50 percent of the total employee manhours in each trade shall be by *bona fide* Boston residents;
2. at least 25 percent of the total employee manhours in each trade shall be by minorities;
3. at least 10 percent of the total employee manhours in each trade shall be by women.

For purposes of this paragraph worker hours shall include work performed by persons filling apprenticeship and on-the-job training positions.

(b) In order to insure compliance with the ordinance, the provisions of the City of Boston Supplemental Minority participation and Residents Preference Section shall be included by each city department in all contracts with any private corporation or individual for construction projects covered by this ordinance.

SECTION 4. Compliance, Enforcement, Sanctions.

(a) The agency, as defined in section 2, shall be designated as responsible for the planning, implementation and enforcement of this ordinance, and shall have the following duties:

Planning and Implementation. Prior to the commencement of any construction project, capital works, or city economic development plan covered by this ordinance, the agency shall:

1. review spending plans for such project;
2. identify the number of job positions to be created by the project;
3. specify training needed for entry level and semi-skilled positions by job title;
4. in conjunction with appropriate unions and their existing collective bargaining agreements, recruit employees and arrange for training through established union apprenticeship programs; and
5. establish a job screening and referral agency which shall refer city residents, minorities, and women to contractors and subcontractors to enable such contractors and subcontractors to comply with this ordinance.

(b) The Contract Compliance Office for the City of Boston shall be responsible for enforcing and monitoring compliance with the provisions of this ordinance and the contract provisions established in accordance therewith shall have the following duties:

1. to require all contractors and subcontractors affected by this ordinance to submit weekly workforce charts listing workers by name, residential address, craft, job category, hours worked, sex and race. These charts shall be public records.
2. to negotiate with all contractors/developers in order to identify and classify construction jobs by job titles, hiring dates, duration and training.

3. to register all interested community-based organizations, and notify such organizations of any pre-award conferences between the agency and developer/contractor relating to hiring requirements and goals as stated herein.

(c) The agency shall have the power, by means of the contract provisions referred to in section 3 above, to impose sanctions upon contractors and subcontractors found to be in noncompliance with this ordinance. Such sanctions shall include, but not be limited to; i) suspension of payments; ii) termination of the contract; iii) recovery by the city of .1 percent of the contract award price as liquidated damages; and iv) denial of right to participate in future projects for up to three years.

SECTION 5. Liaison Committee.

The agency shall establish a liaison committee which shall meet monthly, in a forum open to the public, to review the agency's reports, monitor compliance with the provisions of the ordinance, and make recommendations to the Agency and the City Council regarding enforcement of this ordinance. The agency shall accept nominations of three persons from interested groups including, but not limited to: Union Contractors, Non-Union Contractors, Boston Building Trades, State Office of Minority Business Assistance, Contractor Association of Boston, Training Agency personnel, Human Rights activist groups, women's organizations, community-based organizations and the Boston Chamber of Commerce. The agency shall thereafter select one person from those nominations submitted by each organization to serve without compensation for a term of two years. This nomination and selection process shall be used to fill any vacancy.

SECTION 6. Training Program.

The City of Boston shall establish or cause to be established, either independently or in concert with craft unions, and construction contractors, job training programs to train minorities, Boston residents, and women for skilled or semi-skilled construction jobs. These programs shall be supervised by the agency.

SECTION 7. Fines.

Any person who provides false information regarding his or her residence address shall be subject to a fine of not more than \$300.

SECTION 8. *Independent Agencies.*

Any and all activities of any independent agency, operating or acting on behalf of the City of Boston, including, but not limited to, the Boston Redevelopment Authority and the Economic Development and Industrial Corporation shall comply with the provisions of this ordinance.

SECTION 9. *Publishing.*

Notwithstanding the provisions of the City of Boston Code, Ordinances, Title 2, section 752, this ordinance shall be published by action of the City Council in passing the same.

SECTION 10. *Qualified Boston residents.*

In City Council September 28, 1983. Passed.

JOHN P. CAMPBELL.

City Clerk.

Approved October 14, 1983.

KEVIN H. WHITE.

Mayor.

A true copy.

Attest:

City Clerk.

CITY OF BOSTON
SUPPLEMENTAL MINORITY PARTICIPATION
AND RESIDENT PREFERENCE SECTION

WORK FORCE REQUIREMENT

BOSTON RESIDENT	50%
MINORITY PERSONS	25%
FEMALES	10%

The prime contractor and each subcontractor shall maintain not less than the above ratios of Boston Resident, Minority, and Female employee work hours to total employee work hours in each trade category worked on this contract.

The above workforce requirements shall apply to each trade that appears on the list of "Classification and Minimum Wage Rates" as determined by the Commissioner of Labor and Industries under the provisions of Chapter 149, Section 26 through 27G, of the General Laws of Massachusetts, as amended.

The prime contractor and each subcontractor shall fill not less than 50% of all training categories with Boston Residents, provided that whenever possible a greater percentage of Boston Residents shall be utilized in all training and apprenticeship categories.

Boston Resident, Minority and Female employment/training hours must be substantially uniform throughout the length of the contract in each trade category

The transfer of Boston Resident, Minority and Female employees from contractor to contractor or from project to project for the sole purpose of meeting the workforce participation requirements shall be a violation of this contract.

Boston Resident Definition: The actual principal residence of the individual where he or she normally eats, sleeps and maintains his or her normal personal and household effects. Such residence may be established by any method acceptable by the Compliance Unit including but not limited to driver's license, utility bills and rent receipts.

SECTION 7: FINES: Boston Resident Jobs Policy Ordinance
Any person who provides false information regarding his or her residence address shall be subject to a fine of not more than \$300.

Minority Definition: An individual who is Black, Hispanic, Asian-American or American Indian.

The prime contractor is responsible for the compliance of all subcontractors participating in this contract.

City's employment requirements noted about in any subcontracts for work that will be performed on this project.

MINORITY BUSINESS PARTICIPATION

A 10% 30% Minority Business Participation level shall be maintained on this project. The minority business(es) utilized on the project for the purposes of fulfilling this requirement shall be in accordance with the terms of the Supplemental Minority Business Participation section of this contract and the Minority Business Utilization Form submitted with the bid proposal for this project.

Only businesses certified by the City of Boston Minority Business office of the NDEA will be credited towards this requirement

Any substitutions or changes from the information concerning Minority business participation submitted with the bid shall be approved by the Director of the Compliance office of the NDEA.

Minority Business Definition: A business in which at least 51% of the beneficial ownership and control is held by one or more minority persons (Black, Hispanic, Asian-American or American Indian)

LABOR STANDARD REQUIREMENTS (HUD Funded Contracts Only)

The following checklist has been prepared to assist contractor and subcontractors in meeting contractual Labor Standards responsibilities. All major administrative and procedural activities have been covered in the sequence they will occur during the life of this project. Careful attention to and use of this checklist should result in a minimum number of problems.

BEFORE CONSTRUCTION BEGIN EACH CONTRACTOR HAS

- Not been debarred or otherwise made ineligible to participate in any federally assisted project.
- Received appropriate contract provisions covering Labor Standards requirements.
- Reviewed and understands all Labor Standards contract provisions.
- Received the wage decision as part of the contract
- Requested and received the minimum wage for each classification to be worked on the project which was not included on the wage decision.
- Requested and received certification from State's Bureau of Apprenticeship and Training for any trainees or apprentice employed to work on this project

AT START OF CONSTRUCTION THE CONTRACTOR MUST

Comply with the following:

— Notify the awarding authority of construction start date in writing.

— Has placed each of the following on a bulletin board prominently located on the project site which can be seen easily by the workers (and replaced if lost or unreadable any time during construction):

Wage Decision

Notice to Employee (WH4321)

Safety and Health Protection on the Job (DOL)

— Before assigning each project worker to work, will obtain workers name, mailing address, and Social Security number (for payroll purposes) and forward a copy to awarding authority.

— Has obtained a copy of each apprentice's certificate with the apprentice's registration number and his year of apprenticeship from the State BAT.

— Will inform each worker of his/her work classification as it will appear on the payroll and his/her duties of work

— Will comply with the minimum wage rate requirements as specified by the U.S. Dept. of Labor requires on this project that a journeyman is paid the minimum wage rate or more;

An apprentice is paid not less than the apprentice's rate for the trade based on his year of apprenticeship; or

A laborer is to do only laborer work—not to use any tool or tools of the trade—and not to perform any part of the journeyman's work and is to be paid the laborers minimum wage rate or more

— Will inform each journeyman and each apprentice that a journeyman must be on the job at all time when an apprentice is working.

— Must maintain a 1 to 5 ratio of journeymen to apprentice as required by the State Bureau of Apprenticeship Training on all trades where there is public bids involved. Unless bargaining agreements states otherwise

— Will inform each employee that he/she is subject to being interviewed by the awarding authority, HUD, Dept of Labor or other government inspectors to confirm compliance with labor standards requirements.

— Maintain accurate daily time records showing time work in each classification and the rate of pay for each classification, records must be signed.

DURING CONSTRUCTION EACH CONTRACTOR

- ___ Will not select, assign pay lower rates to, transfer, upgrade, demote, lay off, nor dismiss any worker because of race, color, religion, sex or national origin.
- ___ Will comply with all health and safety standards
- ___ Will pay all workers weekly.
- ___ Will submit workforce information on the Weekly Utilization report which includes the same information as the WH 347 forms.

A computer printout may be substituted for the Weekly Utilization report providing it includes the front and back information contained on the Weekly Utilization report.

For questions concerning filling out the Weekly Utilization reports contact the Compliance and Enforcement office for technical assistance.

REPORTING PROCEDURES

Employment Plan Form

The Employment Plan Form is an outline of the contractors anticipated workforce. It must be completed and submitted to the Compliance Monitor by the prime contractor and its subcontractors prior to the pre construction Conference.

Weekly Utilization Report

The prime contractor and its subcontractors shall submit a Weekly Workforce Utilization Report no later than the Tuesday following each week that work is performed. After the start of construction, reports must be submitted whether or not any work was performed. All reports must be completely and correctly filled out with original signatures on each report. Forms are available from the Compliance Unit.

Monthly Workforce Report - Form 257 (Federal contracts only)

The Monthly Work Force Report-Form 257 is used by the U.S. Dept. of Labor to verify contractor's compliance with the Executive Order 11246. The total number of work hours by sex and ethnic background in each trade category is required.

Minority Business Documentation

A copy of all contracts, invoices and checks issued to the Minority Business(es) utilized on this project shall be forwarded to the compliance monitor/awarding authority, along with the final Minority Business Utilization Form before final payment will be issued.

The prime contractor shall submit a copy of a letter to all subcontractors not in attendance delineating the City of Boston Supplemental Minority Participation and Resident Preference Section.

The prime contractor and each subcontractor must document all reasons for not complying with the above regulations when found to be out of compliance.

Exhibit "B"

PROJECTED WORKFORCE FORM

GEN SUB

Date of pre-construction: _____
Date Submitted: _____

PROJECTED WORKFORCE:

<u>TRADE</u>	<u>UNION</u>
	Yes/No

Signature:

BOSTON RESERVE JUVENILE AUTHORITY
CONTRACT COMPLIANCE DEPARTMENT

RESIDENCY VERIFICATION

Exhibit "C"

PROJECT _____

CONTRACTOR _____

TRADE/EMPLOYEE _____

RESIDENCY VERIFICATION FORM

ADDRESS LISTED _____

DATE OF SITE VISIT _____

METHOD OF VERIFICATION _____

DRIVER'S LICENSE _____

UTILITY BILLS _____

RENT RECEIPT _____

WATER BILLS _____

RETURN MAIL _____

VERIFICATION _____

CHANGE OF ADDRESS _____

WITNESS SIGNATURE _____

DATE _____

BOSTON REDEVELOPMENT AUTHORITY
CONTRACT COMPLIANCE DEPARTMENT

RESIDENCY VERIFICATION

PROJECT: _____

CONTRACTOR: _____

RESIDENT
EMPLOYEE: _____

ADDRESS
LISTED: _____

DATE OF
SITE VISIT: _____

METHOD OF
VERIFICATION:

*DRIVER'S LICENSE _____

*UTILITY BILL _____

*RENT RECEIPT _____

*VOTERS REGIS. _____

*RETURN MAIL _____

VERIFICATION _____

CHANGE OF ADDRESS

MONITOR SIGNATURE: _____

DATE: _____

Exhibit "D"

WEEKLY UTILIZATION REPORT

BOSTON DEVELOPMENT AUTHORITY / COMPLIANCE AND ENFORCEMENT DIVISION

WEEKLY TRAFFIC REPORT

AWARD-WINNING

PERCENT
COMPLETED

PROJECT DATE OF COMPLETION

WEEK OF:

iii

Name of Contractor (or Sub-Contractor) (ref: 100000)

Address

Phone Number

00000000000000000000

Contract No.

CODES:	1. Caucasian	2. Black	3. Hispanic	4. Asian	5. Other
1.					
2.					
3.					
4.					
5.					

[illegible]

any willful falsification of any of the above statements may subject the contractor or subcontractor to a fine under section 1001 of title 18 and section 2381 of title 31 of the United States Code.

or or sub-contractor to civil or criminal

Contractors/Sub-Contractors
should forward this form to:

**BOSTON REDEVELOPMENT AUTHORITY
CONTRACT COMPLIANCE DEPARTMENT
1 CITY HALL SQUARE
BOSTON, MA 02201**

I, _____, (Name of signatory party)
_____, (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____
 _____ on the _____
 _____ (Contractor or subcontractor) _____
 _____ (Holding or work)

_____, that during the payroll period commencing on the _____ day of _____, 19_____, and ending the _____ day of _____, 19_____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____

(Contractor or subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 667; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classification set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) Where Fringe Benefits Are Paid to Approved Plans, Funds, or Programs (1) In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed

(b) Where Fringe Benefits Are Paid in Cash

(f) Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) Exceptions

[illegible]

Name & Title:

— 300 —

The willful falsification of any of the above statement may subject the contractor to an administrative sanction for fraud under the provisions of the Federal Acquisition Regulation, 48 CFR 101-11.6, and Section 8(a) of the Federal Acquisition Regulation, 48 CFR 101-11.6, and Section 8(a) of the Federal Acquisition Regulation, 48 CFR 101-11.6.

MANNING REQUEST FORM Exhibit "E"

To: _____

From (Name of Contractor
or Subcontractor): _____

Name of Project: _____

Please be advised that the above referenced
Project is subject to the minimum manning standards
hereinafter which are as follows:

MANNING REQUEST FORM

At least eight persons shall be all workmen on a
craft by craft basis shall be worked by master
workmen.

At least eight persons shall be all workmen on a
craft by craft basis shall be worked by master
workmen.

At least ten persons shall be all workmen on a
craft by craft basis shall be worked by master
workmen.

Please refer to Chapter 10 of the Constitution of 1947 for the City
of Boston for a more complete description of such standards.

In fulfilling manning requests made by the undersigned the
qualified construction workers to be employed in construction of
the Project, please refer such workers to the same proportion of
such local insurance construction employment standards.

Complete only if applicable:

At the time of this request, my own force composition is now in
proportion to such Boston minimum construction employment
standards. Therefore, in order to meet such standards, in
fulfilling this request please refer such workers to the
following provisions:

Minimum Standard: _____ percent

Currently Standard: _____ percent

Ratio: _____ percent

Signature of Contractor
or Subcontractor: _____

Date: _____

MANNING REQUEST FORM

To: _____

From (Name of Contractor
or Subcontractor): _____

Name of Project: _____

Please be advised that construction of the above referenced Project is subject to the Boston Residents Construction Employment Standards which are as follows:

At least fifty percent (50%) of all worker-hours on a craft by craft basis shall be worked by Boston Residents;

At least twenty-five percent (25%) of all worker-hours on a craft by craft basis shall be worked by Minority Persons;

At least ten percent (10%) of all worker-hours on a craft by craft basis shall be worked by women.

Please refer to Chapter 30 of the Ordinances of 1983 for the City of Boston for a more complete description of such standards.

In fulfilling manning requests made by the undersigned for qualified construction workers to be employed in construction of the Project, please refer such workers in the same proportion as such Boston Residents Construction Employment Standards.

Complete only if applicable:

At the time of this request, our work force composition is not in proportion to such Boston Residents Construction Employment Standards. Therefore, to help us meet such standards, in fulfilling this manning request please refer such workers in the following proportions:

Boston Residents: _____ percent

Minority Persons _____ percent

Women _____ percent

Signature of Contractor
or Subcontractor: _____

Date: _____

MINORITY BUSINESS UTILIZATION FORM

CITY OF BOSTON

MINORITY BUSINESS UTILIZATION FORM

NAME OF PROJECT: _____

NUMBER OF PROJECT: _____

TOTAL DOLLAR AMOUNT OF BID: _____

MINORITY BUSINESS ENTERPRISE PARTICIPATION: _____

a. Name of General Bidder: _____

b. If The General Bidder is a MBE, Check here ()

Listed below is the Minority Business Enterprise, the service he/she will provide and the approximate amount of money he/she will receive:

NAME: _____ Service or Supplies

Address: _____

Telephone # _____ AMOUNT \$ _____

The above named General Contractor and Minority Business Enterprise intent to work together on the above named project in accordance with the terms of the minority participation Section of the City of Boston Contract Provision.

SIGNED/GENERAL CONTRACTOR _____

DATE/TITLE _____

SIGNED/MINORITY BUSINESS ENTERPRISE _____

DATE/TITLE _____

State of _____)

County of _____

_____ being duly sworn, deposes and says t

he/she is _____ of _____

Name of Minority Business Ent

and that the signature which appears the data given, and the Contract Amounts therein contained are true and correct. Subscribed and sworn

to before me this _____ day of _____, 19__

My Commission expires:

Notary Public

FINAL MINORITY BUSINESS UTILIZATION REPORT

Exhibit "F-2"

PROJECT NAME:

PROJECT NUMBER:

PERCENTAGE OF ACHIEVEMENT OF MINORITY BUSINESS PARTICIPATION:

ORIGINAL CONTRACT INFORMATION:

MINORITY BUSINESS PARTICIPATION:

Name of General Contractor:

Name of Firm:

FINAL MINORITY BUSINESS UTILIZATION FORM

ADDRESS:

ADDRESS:

Telephone:

Telephone:

Please state the total dollar amount received by the minority business enterprise of the above named firm.

\$ _____

PERCENTAGE OF ACHIEVEMENT:

PERCENTAGE:

STREET ADDRESS:

STREET ADDRESS:

CITY OF:

CITY OF:

State and Federal, District and Local:

DATE OF:

BY:

NAME OF MINORITY BUSINESS ENTERPRISE:

and that the minority business enterprise has been given the opportunity to participate in the project and that the minority business enterprise has been given the opportunity to participate in the project.

Witness my hand and seal this _____ day of _____, 19____.

By _____

Notary Public

FINAL MINORITY BUSINESS UTILIZATION REPORT

PROJECT NAME: _____

PROJECT NUMBER: _____

PERCENTAGE OR AMOUNT OF MINORITY BUSINESS PARTICIPATION : _____ %

GENERAL CONTRACTOR INFORMATION:

Name of General Contractor

MINORITY BUSINESS INFORMATION:

Name of MBE

ADDRESS: _____

Telephone: _____

ADDRESS: _____

Telephone: _____

Please state the total dollar amount received by the Minority Business Enterprise on the above Named Project.

\$ _____

SIGNED/GENERAL CONTRACTOR

DATE/TITLE

SIGNED MINORITY BUSINESS ENTERPRISE

DATE/TITLE

STATE OF: _____)

County of: _____)

_____ being duly sworn, deposes and says t

HE/SHE IS _____ of _____
NAME OF MINORITY BUSINESS ENTERPRISE

and that the signature which appears the date given, and the concluding contract amounts therein contained are true and correct.

Subscribed and Sworn Before me this _____ day of _____ 19

My Commission Expires:

Notary Public

AFFORDABLE HOUSING AGREEMENT
BETWEEN
THE BOSTON REDEVELOPMENT AUTHORITY
AND
BAKER SQUARE LIMITED PARTNERSHIP

This agreement is entered into this _____ day of _____, 1987, by and between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate organized under Chapter 121B of the Massachusetts General Laws, as amended (hereinafter referred to as the "Authority") and BAKER SQUARE LIMITED PARTNERSHIP, a Massachusetts limited partnership (hereinafter referred to as "Developer").

WITNESSETH THAT:

WHEREAS, approximately fifty percent of all households within the City of Boston fall within the low income guidelines of the Federal and State Governments; and

WHEREAS, affordable housing opportunities for low and moderate income families in the City of Boston are limited; and

WHEREAS, the City of Boston desires to increase housing opportunities for low and moderate income families in mixed income residential developments;

WHEREAS, Developer proposes to construct approximately 300 residential units, a parking garage in a new residential/parking structure containing approximately 371 parking spaces, a parking garage in the basement of the existing Forbes Mill containing approximately 25 parking spaces, and approximately 54 spaces on grade (hereinafter referred to as "the Baker Mills Project") on the site known as 1241-1255 Adams Street, Dorchester, Massachusetts and bounded by Adams Street to the east, Central Avenue to the west, the Neponset River to the south and by various commercial and residential land uses to the north (hereinafter referred to as the "Baker Mills Site");

WHEREAS, Developer recognizes the need for low and moderate income housing and of the desirability of providing low and moderately priced units in the Baker Mills Project; and

WHEREAS, Developer with community participation has established the profile, unit mix, and income levels for the Affordable Units in the Baker Mills Project;

NOW, THEREFORE, the parties do hereto mutually agree as follows:

Section 1. Definitions

The terms defined in this Section shall for all purposes of this Agreement have the following respective meanings:

- (a) "Affordable Units" shall mean the thirty (30) housing units in the Baker Mills Project that are to be sold to Low-Income Households, Moderate-Income Households, or Upper Moderate-

Income Households as set forth in Section 2(a) of this Agreement.

- (b) "Agreement" shall mean this Affordable Housing Agreement.
- (c) "Authority" shall mean the Boston Redevelopment Authority, a body politic and corporate, organized under Massachusetts General Laws, Chapter 121B, with offices at One City Hall Square, Boston, Massachusetts 02201, its successors and assigns.
- (d) "Baker Mills Project" shall mean the development of approximately 300 residential units, a parking garage in a new residential/parking structure containing approximately 371 parking spaces, a parking garage in the basement of the existing Forbes Mill containing approximately 25 parking spaces, and approximately 54 spaces on grade to be constructed on the Baker Mills Site.
- (e) "Baker Mills Site" shall mean the site known as 1241-1255 Adams Street, Dorchester, Massachusetts and bounded by Adams Street to the east, Central Avenue to the west, the Neponset River to the south and by various commercial and residential land uses to the north, as more fully set forth in Exhibit A to this Agreement.
- (f) "Cooperative Association" shall mean the limited appreciation cooperative housing corporation to be created in accordance with Section 2(b) of this Agreement.
- (g) "Developer" shall mean Baker Square Limited Partnership, a Massachusetts limited partnership, with Related Companies Northeast, Inc. and Chocolate Mills Associates as general partners and a principal place of business of c/o Related Companies Northeast, Inc., Exchange Place, Boston, Massachusetts 02109.
- (h) "Development Parking Facility" shall mean the approximately 371 - space parking garage to be constructed on the Baker Mills Site.
- (i) "Effective Date" shall mean the date as defined in Section 17 of this Agreement.
- (j) "Low-Income Household" shall mean a household that is eligible to participate in and holds a certificate for the State Chapter 707 Program or other subsidized rental housing program which could be used by the Cooperative Association and that has an income that is less than or equal to fifty percent (50%) of the median income for the Boston Standard Metropolitan Statistical Area.
- (k) "Moderate-Income Household" shall mean a household that has an income that is greater than fifty percent (50%) of the median income for the Boston Standard Metropolitan Statistical Area and is less than or equal to eighty percent (80%) of the med-

ian income for the Boston Standard Metropolitan Statistical Area.

- (l) "Phase I of the Baker Mills Project" refers to the Forbes Mill, the Machine Shop and approximately 371 spaces in the Development Parking Facility.
- (m) "Phase II of the Baker Mills Project" refers to the Baker Mill, the Old Garage and the Power House.
- (n) "Phase III of the Baker Mills Project" refers to the residential component of the residential/parking structure.
- (o) "Term of Agreement" shall mean the period of time from the Effective Date hereof to the date of the sale of the final condominium unit within the Baker Mills Project.
- (p) "Upper Moderate-Income Household" shall mean a household that has an income that is greater than eighty percent (80%) of the median income for the Boston Standard Metropolitan Statistical Area and is less than or equal to one hundred and ten percent (110%) of the median income for the Boston Standard Metropolitan Statistical Area.

Section 2. Developer's Obligations

- (a) Developer shall construct or substantially rehabilitate approximately 300 housing units, a health club with an indoor swimming pool, an approximately 371-car parking garage, approximately 25 parking spaces in the Forbes Mill Building, and approximately 54 on-grade parking spaces on the Baker Mills Site. The Baker Mills Project shall comply with the design guidelines of the Architectural Access Board. The lobbies of buildings in the Baker Mills Project and all elevator-access units and facilities in the Baker Mills Project shall be handicap accessible. Developer shall use best efforts to accommodate physically handicapped persons as such term is defined in 521 CMR 5.14 in units in the Baker Mills Project. Any additional cost for such accommodation in Affordable Units shall not result in increased sales prices for said Affordable Units. Of the 300 housing units, seven (7) housing units shall be affordable to Low-Income Households, sixteen (16) housing units shall be affordable to Moderate-Income Households, and seven (7) housing units shall be affordable to Upper Moderate-Income Households, as identified in Exhibit B of this Agreement. All Affordable Units shall meet the then Minimum Property Standards (MPS) promulgated by the United States Department of Housing and Urban Development (HUD) to the extent such Minimum Property Standards (MPS) relate to construction quality and size of units. Twenty-six (26) of the Affordable Units shall be scattered throughout the Machinery Shop Building and the Forbes Mill Building. Four (4) Affordable Units for Moderate-Income or Upper Moderate-Income Households shall

be located in the Baker Mills Building to be rehabilitated during Phase II of the Baker Mills Project. Each household that occupies an Affordable Unit shall have access to the health club, shall have one (1) assigned parking space on the Baker Mills Site, shall have an undivided interest in the common areas and facilities as required by applicable law, and shall have access to the common areas available to all residents of the building in which their Affordable Unit is located. The common expenses charged by the condominium association for the condominium portion of the Baker Mills Project shall be apportioned according to the fair cash value of the units as established in the proposed condominium master deed of the housing unit. The fair cash value for the affordable units shall be equal to their initial sales price. The affordable housing program is more fully set forth in Exhibit B. Exhibit B identifies the location, size and sales prices of the individual units.

- (b) Developer shall cause to be created a limited appreciation cooperative housing corporation (hereinafter referred to as "Cooperative Association"). The Cooperative Association will be composed of the seven (7) two-bedroom units for Low-Income Households. The cooperative share owners shall be owner-occupants. The seven (7) units or the Low-Income Households that will occupy said units shall obtain Chapter 707 rental subsidies or other rental housing subsidy program funds that can be utilized by the Cooperative Association.
- (c) Developer shall sell the sixteen (16) units for Moderate-Income Households and the seven (7) units for Upper Moderate-Income Households as condominiums.
- (d) Developer agrees that the sum of the sales prices of the thirty (30) Affordable Units shall be not more than Two Million, One Hundred and Seventy Thousand Dollars (\$2,170,000).
- (e) Developer shall include in the deed transferring title to the rehabilitated units to the Cooperative Association a deed restriction approved by the Authority limiting the sale of the cooperative units to Low-Income Households for a period of thirty (30) years from the date of the sale of the final unit. Said deed restriction shall be substantially in the form attached hereto as Exhibit C.
- (f) Developer shall include in the deeds transferring title to the rehabilitated units to be sold as condominium units to Moderate-Income and Upper Moderate-Income Households a deed restriction approved by the Authority limiting the sale of the units to Moderate- and Upper Moderate-Income Households according to the income mix set forth in subsection (a) above for a period of thirty (30) years from the date of the initial sale of said unit. Said deed restriction shall be substantially in the form attached hereto as Exhibit C.

- (g) This Agreement shall be in accordance with the Fair Housing Plan. Developer shall not apply for any building permit for the Baker Mills Project prior to the approval of said Fair Housing Plan by the Authority.
- (h) Developer shall submit the documents creating the condominium and by-laws for the cooperative to the Authority for approval, which approval shall not be unreasonably withheld or delayed.

Section 3. Timetable

Developer agrees to perform its activities substantially in accordance with the following schedule, subject to market conditions:

<u>Activity</u>	<u>Commencement Date</u>	<u>Completion Date</u>
Construction/Rehabilitation - Phase I of the Baker Mills Project	October 1, 1987	September 30, 1988
Construction/Rehabilitation - Phase II of the Baker Mills Project	October 1, 1988	September 30, 1989
Construction/Rehabilitation - Phase III of the Baker Mills Project	October 1, 1989	September 30, 1990
Creation of Cooperative Association	September 30, 1988	September 30, 1988
Sale of Affordable Units		
Phase I	March 1, 1988	September 30, 1988
Phase II	March 1, 1989	September 30, 1989

Section 4. Defaults and Remedies

In the event that the Developer or its successors or assigns shall fail to comply with or shall breach any provisions of this Agreement, the Authority may institute any such actions and proceedings as the Authority may deem appropriate, including, but not limited to, an action to compel specific performance and/ or to collect any and all damages, expenses, losses and costs caused by such failure or breach, including legal expenses. The Authority and the Developer expressly agree that no third party beneficiary will have any enforceable rights under this Agreement. Notwithstanding the above provision, the Authority agrees that the liability of the Developer, its successors or assigns, for failure to comply with or breach any of the provisions of this Agreement shall not extend beyond the interest of the Developer and each of its successors or assigns in the Baker Mills Project. Neither the Developer nor any trustee, beneficiary, partner, venturer,

stockholder, manager, officer, director, agent or employee of the Developer or any of its successors and assigns ever shall be personally liable under this Agreement, nor shall the Developer, or its successors or assigns ever be answerable or liable in any equitable proceeding or order beyond the extent of the interest of the Developer or its successors or assigns in the Baker Mills Project.

Section 5. Marketing

- (a) Developer shall sell the Affordable Units to Low-Income Households, Moderate-Income Households, and Upper Moderate-Income Households in accordance with Exhibit B to this Agreement.
- (b) In the event that the Developer has attempted to sell an Affordable Unit but, notwithstanding the Developer's best efforts, the sale of such unit has not occurred within eighteen (18) months of the initial date of advertising the Affordable Unit in a local newspaper, then the definition of Low-Income Household in the case of an Affordable Unit to be sold to a Low-Income Household shall be automatically amended such that "fifty percent (50%)" is replaced by "sixty percent (60%)", the definition of Moderate-Income Household in the case of an Affordable Unit to be sold to a Moderate-Income Household shall be automatically amended such that "eighty percent (80%)" is replaced by "ninety percent (90%)", and the definition of Upper Moderate-Income Household in the case of an Affordable Unit to be sold to an Upper Moderate-Income Household shall be automatically amended such that "one hundred and ten percent (110%)" is replaced by "one hundred and twenty percent (120%)". Said definitions shall thereafter automatically be adjusted on each three (3) month anniversary of the prior adjustment to increase the percentage set forth in the applicable definition by ten percent (10%), in the event that, notwithstanding the Developer's best efforts, the sale of such unit has not closed within such three-month period.
- (c) In the event that after twenty-four (24) months from the initial date of advertising the Affordable Unit(s) in a local newspaper there are no qualified applicants based on the income guidelines as amended in section 5(b) above, for the Affordable Unit(s), the Developer may send a notice to the Authority which notice shall describe the lack of qualified applicants for the Affordable Unit(s). The Authority shall have thirty (30) days from the date of receipt of the notice to purchase said Affordable Unit(s) at the prices set forth in Exhibit B to this Agreement.

In the event that the Authority fails to exercise its purchase option in the time period proscribed herein after the notice the Developer shall then be allowed to sell one (1) Affordable Unit free of any deed restriction to any interested party and shall transfer any funds received from the sale in excess of the sum of the price set forth in Exhibit B to this Agreement for the Affordable Unit and Developer's costs and expenses incurred in maintaining, carrying interest, marketing and selling the Affordable Unit. The Authority shall use said funds to write down the purchase prices of the remaining unsold Affordable Unit(s) to levels that are affordable by Low-Income Households, Moderate-Income

Households, or Upper Moderate-Income Households, as the case may be.

Section 6. Records and Reports

- (a) Project Records. Developer shall keep and maintain books, records, and other documents regarding compliance with the terms and provisions of this Agreement, and shall make the same available at all reasonable times for inspection, copying, audit and examination by the Authority.
- (b) Annual Report. Developer shall deliver an annual report setting forth the Developer's progress in completing the Developer's obligations set forth in this Agreement. Said annual report shall be submitted to the Authority within 60 days of the end of each Calendar Year during the Term of this Agreement.

Section 7. Access to Baker Mills Project

Developer agrees that any duly authorized representative of the Authority shall, at all reasonable times and subject to the rights of the purchasers of the condominium units and cooperative units, have access to any portion of the Baker Mills Project until the completion of the construction of the Baker Mills Project. Such representatives shall comply with all safety and site control requirements imposed by the contractor for the Baker Mills Project.

Section 8. Assignment

Developer shall not assign or in any way transfer its interest or rights in this Agreement without the prior written consent of the Authority. Except as set forth in Section 2(h) above, no such consent is required from the Authority under this Section 8 for transfers or assignments by the Developer of its interests or rights under this Agreement to a condominium association or condominium unit owners, or for the filing of a master deed and related organizational documents pertaining to the condominium, or for the execution of ground phasing leases to entities affiliated with the Developer pertaining to construction of the Baker Mills Project in three phases.

Section 9. Waiver

No act by or on behalf of the Authority shall be, or be deemed or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by the Authority, and expressly stated to constitute such waiver. Any express waiver by the Authority of any rights, terms or conditions of this Agreement shall not operate to waive such rights, terms or conditions or any other rights, terms or conditions, beyond the specific instance of such waiver.

Section 10. Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Developer (exclusive of the owners of condominium units and the condominium association) and the public body or bodies succeeding to the interest of the Authority. Notwithstanding anything contained in this Agreement to the contrary, including without limitation Sections 4 and 8 of this Agreement, the condominium association and the owners of the individual condominium units shall not be deemed successors or assigns of the Developer for purposes of this Agreement.

Section 11. Notices

All notices or other communication required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer of the Developer, or of the Authority, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, or delivered by hand to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

Developer: Baker Square Limited Partnership
c/o Related Companies Northeast, Inc.
Exchange Place
Boston, Massachusetts 02109

with a copy to: Christopher H. Milton, Esquire
Fine & Ambrogne
Exchange Place
Boston, Massachusetts 02109

Authority: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201
Attention: Director

with a copy to: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201
Attention: Chief General Counsel

Section 12. Amendment

This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Developer and the Authority.

Section 13. Severability

Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be in-

valid and unenforceable, the remainder of this Agreement or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 14. Execution in Counterparts

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 15. Titles and Headings

The headings of the sections, subsections and paragraphs set forth herein are for convenience of reference only and are not a part of this Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 16. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 17. Effective Date

This Agreement shall be deemed to become effective as of the date it shall be executed and dated by all parties.

Section 18. Expiration

This Agreement shall terminate on the date of the final sale of a unit in the Baker Mills Project and the provisions contained herein shall be null and void as of the date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement in two (2) counterparts to be signed, sealed and delivered by their respective duly authorized representatives, as of the date first written above.

WITNESS:

BOSTON REDEVELOPMENT AUTHORITY

By:

Stephen Coyle, Director

BAKER SQUARE LIMITED PARTNERSHIP

By: RELATED COMPANIES NORTHEAST,
INC., as general partner of
Baker Square Limited Partner-
ship

WITNESS:

By:

Edward A. Saxe, President

Approved as to form:

Chief General Counsel
Boston Redevelopment Authority



**PLAN OF LAND
DORCHESTER**

AREA INVOLVED

DISTRICT BOUNDARY LINE

EXHIBIT A

1" = 200'

EXHIBIT B

AFFORDABLE HOUSING PROGRAM

BAKER SQUARE CONDOMINIUMS

<u>Building/Unit</u>	<u>BR Size</u>	<u>Approx Area Sq Ft</u>	<u>Family Income</u>	<u>Sales Price</u>
FORBES MILL				
<u>Ground Floor</u>				
Unit 4	2 BR	1,003	Low	Co-op*
Unit 5	1 BR	686	Moderate	\$ 61,750
Unit 7	2 BR	1,065	Moderate	80,750
Unit 8	2 BR	1,040	Moderate	80,750
<u>Second Floor</u>				
Unit 4	2 BR	1,003	Moderate	80,750
Unit 5	1 BR	686	Moderate	61,750
Unit 7	2 BR	1,065	Low	Co-op*
Unit 8	2 BR	1,040	Moderate	80,750
<u>Third Floor</u>				
Unit 4	2 BR	1,003	Moderate	80,750
Unit 5	1 BR	686	Moderate	61,750
Unit 7	2 BR	1,065	Low	Co-op*
<u>Fourth Floor</u>				
Unit 4	2 BR	1,003	Low	Co-op*
Unit 5	1 BR	686	Moderate	61,750
Unit 7	2 BR	1,065	Upper-Moderate	101,000
<u>Fifth Floor</u>				
Unit 4	2 BR	1,003	Upper-Moderate	101,000
Unit 5	1 BR	686	Upper-Moderate	78,000

MACHINERY BUILDING

Ground Floor

Unit 3	2 BR	1,016	Low	Co-op*
Unit 4	1 BR	710	Moderate	61,750

Second Floor

Unit 4	2 BR	872	Low	Co-op*
Unit 5	2 BR	900	Moderate	80,750
Unit 6	2 BR	1,016	Moderate	80,750
Unit 7	1 BR	763	Moderate	61,750

Third Floor

Unit 4	2 BR	872	Low	Co-op*
Unit 5	2 BR	900	Moderate	80,750
Unit 6	2 BR	1,016	Upper-Moderate	101,000
Unit 7	1 BR	763	Moderate	61,750

BAKER MILL

Ground Floor

Unit 1	2 BR	1,016	Moderate	80,750
Unit 5	1 BR	746	Upper-Moderate	78,000

Second Floor

Unit 4	2 BR	1,050	Upper-Moderate	101,000
Unit 12	2 BR	1,050	Upper-Moderate	101,000

NOTE: The above low income units will have a maximum of 2 bedrooms and 1 bathroom. The above facilities will be sold to the highest bidder. The units are for the low income market and are not to be used for other purposes. The units are for the low income market and are not to be used for other purposes. The units are for the low income market and are not to be used for other purposes.

UNIT MIX SUMMARY

<u>Income Unit Mix</u>	<u>Machinery Building</u>	<u>Forbes Mill</u>	<u>Baker Mill</u>	<u>Total</u>
<u>Low</u>				
1 BR	0	0	0	0
2 BR	3*	4*	0	7*
<u>Moderate</u>				
1 BR	3	4	0	7
2 BR	3	5	1	9
<u>Upper-Moderate</u>				
1 BR	0	1	1	2
2 BR	1	2	2	5
	—	—	—	—
TOTAL	10	16	4	30

AFFORDABLE HOUSING PROGRAM BUDGET

<u>Low</u>	<u>Units</u>	<u>Sales Price</u>	<u>Total</u>
2 BR	7	\$ 50,000	\$ 350,000*
<u>Moderate</u>			
1 BR	7	61,750	432,250
2 BR	9	80,750	726,750
<u>Upper Moderate</u>			
1 BR	2	78,000	156,000
2 BR	5	101,000	505,000
Total			<u>\$2,170,000</u>

NOTE: *The seven low-income units will form a cooperative association. The seven families will be able to use Chapter 707 subsidies to pay for their blanket mortgage and share loans of approximately \$350,000 and their monthly condominium/cooperative fees of \$100 per unit.

DRAFT
BOSTON REDEVELOPMENT AUTHORITY
FOR DISCUSSION PURPOSES ONLY

COVENANT FOR AFFORDABLE HOUSING

1. Purpose. The purpose of this covenant is to provide a uniform plan for administration and enforcement of covenants and restrictions imposed upon real property by the City of Boston and the Boston Redevelopment Authority for the purpose of regulating the development of real property for housing for persons of low and moderate income. Such covenants and restrictions arise as a result of urban renewal, disposition of land, and the granting of public benefits or relief from regulation. Such covenants and restrictions constitute a portion of the consideration to be paid for such real property or public benefit or relief from regulation. This covenant is imposed to promote the public health, safety, convenience and welfare by preventing overcrowding and deterioration of existing housing and by encouraging expansion of the city's housing stock; to provide for a full range of housing choices for all incomes, ages, and family sizes; to mitigate the impacts of market rate housing on the supply and costs of housing for low and moderate income households; to relieve the burden on City of Boston and the Boston Redevelopment Authority to use other land for housing low and moderate income persons; to fulfill obligations under statutes and regulations for urban redevelopment and other public purposes; to increase the production of housing units affordable to low and moderate income households and to expand the supply of housing to meet existing and anticipated employment needs within the City of Boston.

2. Definitions. In this covenant, the following words and phrases shall have the meanings indicated, unless the context requires otherwise:

"Affordable Ownership Unit" means an Affordable Unit that is available for separate ownership, whether on a condominium plan, cooperative plan, in fee simple ownership or otherwise;

"Affordable Unit" means a dwelling unit designated as provided herein and subject to this Covenant;

"Annual household income" means the average of the adjusted gross income as defined in then-applicable provisions of the U.S. Internal Revenue Code for all members of a household for the two preceding calendar years;

"Authority" means Boston Redevelopment Authority or or the City of Boston acting by and through its Public Facilities Commission as may be specified in the Deed;

"Consumer Price Index" means the Consumer Price Index published by the U.S. Department of Labor Bureau of Labor Statistics for the Boston standard metropolitan statistical area. The Consumer Price Index for any date shall be the index published for the first day of the current calendar quarter; the calendar quarters are January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. If the federal government discontinues the publication of the Consumer Price Index, then the Authority shall designate another measure of price inflation;

"Covenant" or "this covenant" means this document and all of its provisions including, without limitation, all affirmative covenants, restrictive covenants and options contained herein;

"Deed" means the deed or other instrument between the Authority and the Owner and which subjects the premises to this covenant;

"Household" means all persons who reside or intend to reside together in an Affordable Unit;

"Low income" means total household income not exceeding 50% of the median income;

"Maximum resale price" means the maximum price permitted for the sale of an Affordable Unit, as set forth in Section 5;

"Median income" means the median household income set forth in or calculated pursuant to regulations promulgated by the United States Department of Housing and Urban Development, pursuant to Section 8 of the Housing Act of 1937, as amended by the Housing and Community Development Act of 1974. If the Department of Housing and Urban Development discontinues publication of median income statistics, then the Authority shall designate another measure of household income;

"Moderate income" means total household income not exceeding 80% of median income;

"Mortgage Interest Rate Index" means the interest rate quoted by the Federal National Mortgage Association for purchasing mortgages on single family homes, for mortgages with loan to value ratios of 80% and a fixed interest rate. The Mortgage Interest Rate Index for any date shall be the index published for the first day of the current calendar quarter; the calendar quarters are January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. If the Federal National Mortgage Association discontinues the publication of the interest rate quotations for such loans, then the Authority shall designate another measure of mortgage interest rates;

"Owner" means the person or entity identified in the Deed and any successor or assign holding an interest in an Affordable Unit;

"Premises" means the land conveyed by or described in the Deed together with any improvements now or hereafter erected thereon;

"Upper-moderate income" means total household income not exceeding 110% of median income.

3. Identification of Affordable Units. All dwelling units now or hereafter situated on the premises shall be Affordable Units subject to the covenants, restrictions and options set forth in this Covenant unless and until a certificate signed by the Owner and the Authority is recorded in the Suffolk Registry of Deeds identifying particular units as Affordable Units and specifying for each Affordable Unit whether it is reserved for low income households, moderate income households or upper-moderate income households. After the recording of said certificate, this covenant shall cease to apply to the dwelling units not identified as Affordable Units.

4. Covenant; Rental Units. An Affordable Unit may not be leased, subleased or occupied on a rental basis except in compliance with the following restrictions:

- (a) The household income of the tenants may be no higher than low income, moderate income or upper moderate income, as may be specified for the unit, on the date of first occupancy of the Affordable Unit by such household; and
- (b) The tenants must occupy the Affordable Unit as his or her or their primary residence (except that, upon

petition, the Authority may approve the subleasing of the Affordable Unit based upon the tenant's temporary need to relocate); and

- (c) The monthly rent shall be no higher than two and a half percent of median income if the rent includes heat and two percent of median income if the rent does not include heat; provided, however, that no tenant shall be entitled to a reduction in rent if the median income declines after the tenant takes occupancy.

5. Covenant; Affordable Ownership Units. An Affordable Ownership Unit may not be leased, subleased, occupied or conveyed except in compliance with the following restrictions.

- (a) If the premises are made subject to a condominium or cooperative plan, each Affordable Ownership Unit must be established as a separate condominium unit or cooperative unit and must be designated as an Affordable Unit the master deed or other instrument establishing the condominium or cooperative plan;
- (b) No Affordable Ownership Unit may be sold or conveyed during the term of this covenant except to a person or household who on the date of conveyance is of low income, moderate income or upper-moderate income (as may be specified for the the unit) and who undertakes to occupy the unit as his or her or their primary residence. This limitation shall not apply to bulk sales of units in a condominium or cooperative.
- (c) No Affordable Ownership Unit or interest therein shall at any time be sold, conveyed or otherwise transferred for consideration in excess of the maximum resale price, as defined below. Consideration shall include the aggregate value of all money, property and services of every kind given or paid by the purchaser to or for the benefit of the seller of such Affordable Ownership Unit connection with the transfer of such Affordable Ownership Unit, including any consideration paid for any other real property or personal property conveyed by the seller to the purchaser. The "maximum resale price" for any Affordable Ownership Unit as of a given date shall be the sum of:
 - (1) the lesser of:
 - (i) the maximum price for the Unit specified in the Deed increased five per cent per annum, compounded annually; or

- (ii) the maximum price for the Unit specified in the Deed increased to reflect the change in the Consumer Price Index; this price is calculated by multiplying the maximum price specified in the Deed by a fraction, the numerator of which is the Consumer Price Index applicable on the date of conveyance and the denominator of which is the Consumer Price Index applicable on the date of the Deed;
- (2) plus the actual cost as approved by the Authority for installing an additional bedroom or bathroom in the Unit;
- (3) plus the value of other capital improvements made to the Unit, such capital improvements not to exceed one per cent of the maximum price for the Unit specified in the Deed per year.

For purposes of this subsection, the maximum price for an Affordable Housing Unit that is a cooperative apartment shall be the sum of the applicable stock price plus the proportionate share of any blanket mortgage of the cooperative housing corporation.

- (d) Every deed or certificate for stock in a cooperative unit conveying an interest in an Affordable Ownership Unit shall contain a statement that such Unit is an Affordable Unit subject to the provisions hereof, and shall included a reference to the place of recording of this Covenant in the Suffolk Registry of Deeds.

6. Certificate of Authority as to Household Income.
Upon written application and upon submission of such evidence as the Authority may require, the Authority shall furnish a certificate in recordable form stating whether a person or household qualifies as a low income household, moderate income household or upper-moderate income household. If the eligible household income for any Affordable Unit is adjusted pursuant to Section 9, then the Authority shall furnish a certificate in a recordable form an stating whether a person or household qualifies for a particular unit. Such certificate shall be valid for the period stated in the certificate.

7. Certificate of Authority as to Maximum Resale Price.
Upon written application and upon submission of such evidence as the Authority may require, the Authority shall furnish to any

Owner, mortgagee or person having a security interest in an Affordable Unit, a certificate in recordable form stating the maximum resale price for the unit and stating the amount determined by the Authority to be the value of capital improvements made to the unit. Such certificate shall be valid for the period stated in the certificate.

8. Conclusive Evidence as to Compliance with this Covenant. Certificates of the Authority may be relied upon as follows:

- (a) A lessor or seller of an Affordable Unit may conclusively rely upon a certificate issued by the Authority pursuant to Section 6 as to the income of the person or household named in the certificate.
- (b) A mortgagee of an Affordable Ownership Unit may conclusively rely upon:
 - (1) a certificate issued by the Authority pursuant to Section 6 as to whether its mortgagor qualifies as a low income household, moderate income household or upper-moderate income household, or is otherwise eligible pursuant to section 9 provided that such certificate is recorded in the Suffolk Registry of Deeds; and
 - (2) a certificate issued by the Authority pursuant to Section 7 as to the maximum resale price of an Affordable Unit, provided that such maximum resale price does not exceed the consideration for the unit stated in the recorded deed to the mortgagor and further provided that such certificate of maximum resale price is recorded in the Suffolk Registry of Deeds; and
 - (3) An affidavit of the mortgagor of an Affordable Ownership Unit that the mortgagor's household occupies the Affordable Unit as his or her or their primary residence (or intend to so occupy in the case of a purchase money mortgage).
- (c) A mortgagee or holder of a security interest in an Affordable Ownership Unit that is a cooperative unit may conclusively rely upon certificates for the purposes stated in paragraph (b) above, provided that the certificates need not be recorded in the Suffolk Registry of Deeds if the instruments evidencing unit ownership are not recorded in the Registry and

further provided that the mortgagee or secured party may rely upon an affidavit of purchaser and seller as to consideration paid if there is no deed.

- (d) A purchaser of an Affordable Unit which is a condominium unit or cooperative unit shall not be subject to any remedy of specific performance or other penalty arising out of events prior to his or her purchase of the unit, provided that such purchaser has complied with the household income, maximum resale price and actual occupancy requirements of this covenant.
- (e) This Section shall not limit the right of persons to rely upon other certificates of the Authority.
- (f) All references to a person shall include all other persons claiming an interest in the Affordable Unit by, through or under such person.

9. Eligible Income. For all transfers of an Affordable Ownership Unit after the initial sale of such unit, the annual income for the purchaser of an Affordable Unit shall not be higher than an amount calculated according to this section, which amount is determined by the Authority to represent one hundred ten percent of the minimum income required to acquire and finance such Affordable Unit. Maximum annual income shall be calculated by multiplying the Maximum Resale Price of the Affordable Unit at the time of sale by ninety percent; the result is the "imputed loan amount"; then the level monthly payment needed to amortize the imputed loan amount is calculated, assuming an interest rate and loan amortization period equal to the most recent rate and term offered by the Massachusetts Housing Finance Agency to qualified first-time home buyers, or if such loans have not been made during the preceding twelve months, at the rate and term for loans made by such other government agency or as specified in such standard index of home mortgage loans as the Authority may designate from time to time; the result is the "imputed monthly debt service amount"; the "annual imputed housing cost" is calculated by adding twelve times the imputed monthly debt service amount plus three times the imputed monthly debt service amount (to make a standard allowance for real estate taxes and insurance) plus twelve times the monthly condominium fee if the Affordable Unit is a condominium unit; the maximum annual income is the amount resulting from the multiplication of the "annual imputed housing cost" by a fraction, the numerator of which is one hundred ten and the denominator of which is twenty-eight.

10. Ownership or Lease by Certain Non-Profit Organizations. Any other provision of this covenant notwithstanding, an Affordable Unit may be conveyed or leased to a non-profit organization or government agency that will hold the Unit for occupancy by households having an eligible income level; provided that such non-profit organization or government agency is approved by the Authority, which approval may be given or withheld by the Authority in its sole discretion.

11. Covenant; Compliance. The Owner and occupants of an Affordable Unit shall furnish such information about the Affordable Unit as the Authority may request from time to time on the identity of the Owner, the identity of any mortgagee or other person having an interest in the Unit, the consideration paid for the Unit, the condition of the Unit, the identity of the occupants, and the household income of the occupants, all for the purpose of assuring compliance with this covenant. The Authority shall have access to inspect the Affordable Unit at reasonable times and on reasonable notice.

12. Rights of Mortgagee. Other provisions of this covenant notwithstanding, a financial institution may hold a mortgage or security interest in an Affordable Ownership Unit and may acquire title to an Affordable Ownership Unit by foreclosure; upon foreclosure, the covenants, restrictions and options contained in this covenant shall terminate and have no further effect. Provided, however, that in consideration of the release of this covenant, all proceeds of the foreclosure sale shall be applied as follows: first, to the lender to pay all sums owing to lender; second to the mortgagor, but only to the extent that the maximum resale price of the Affordable Ownership Unit exceeds the foregoing sum paid to lender; and the balance, if any, to the Authority. Further provided, that if any person who was an owner of the Affordable Ownership Unit prior to foreclosure acquires an interest in such Unit after foreclosure, then all covenants and options contained herein shall apply to all subsequent occupancy, rental and sale of the Affordable Unit. Further provided that the lender shall notify the Authority in the event of any default for which the lender intends to commence foreclosure proceedings but no deficit failure to notify the authority shall impair the validity of any foreclosure.

13. Option. The Authority reserves or the Owner grants to Authority, as the case may be, the right and option to purchase an Affordable Unit Ownership, upon one or more of the following events:

- (1) Any legal or beneficial interest in the Affordable Ownership Unit is conveyed unless the Authority shall have waived its option to purchase with respect to a particular sale; or
- (2) Any legal or beneficial interest in the Affordable Ownership Unit is conveyed to a person or household having an income higher than the income specified for the Unit; or
- (3) Any legal or beneficial interest in the Affordable Ownership Unit is conveyed for consideration in excess of the maximum resale price; or
- (4) An Affordable Unit is leased upon terms not complying with Section 4 of this covenant; or
- (5) Receipt by the Authority of notice in any form (including notice by newspaper publication) of an impending foreclosure against the Affordable Unit; or
- (6) Receipt by the Authority of notice in any form (including notice by newspaper publication) of the taking of the Affordable Unit for unpaid taxes.

14. Term of Option. The right of the Authority to exercise its option to purchase the premises or the Affordable Unit pursuant to the preceding paragraph shall terminate on the earlier of the following (a) fifty (50) years from the date of the Deed; or (b) twenty-one (21) years following the death of the last survivor among the following named persons:

15. Exercise of Option. If Authority wishes to exercise the option, the Authority shall do so by giving written notice of exercise to the Owner. The Premises are to be conveyed by a good and sufficient quitclaim deed running to Authority or its designee, conveying a good and clear record and marketable title thereto, free from all encumbrances, except such taxes for the then current year as are not due and payable on the date for the delivery of such deed; such matters of record as were of record immediately prior to the recording of the Deed; and such encumbrances as to which the Authority may have given its express written consent. The Premises shall be delivered in the same condition as at the time Authority exercises the Option, free of all tenants and occupants. Rents, fuel, common condominium or cooperative charges, and water and sewer use charges, if applicable, and current real estate taxes shall be adjusted as of the date of delivery of the deed. If the amount of such real estate taxes is not known at the time of delivery of the deed,

they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained. The closing resulting from the exercise of the Option shall take place and the deed shall be delivered at the office of the Authority at 10:00 a.m. on the fourth Thursday following the postmark date of Authority's notice of such exercise of Option, unless otherwise agreed in writing. If Owner shall be unable on the Closing Date to give title or to make conveyance or to deliver possession of the Premises, all in accordance with the terms hereof, or if on the Closing Date the Premises do not conform with the requirements hereof, then the date of the closing hereunder shall be postponed for a period of thirty (30) days during which period Owner shall use reasonable good faith efforts to remove any defects in title or to make conveyance or deliver possession of the Premises, all in accordance with the terms hereof or to make the Premises conform to the requirements hereof, as the case may be. The purchase price to be paid by the Authority to the Owner shall be reduced by any amount paid by the Authority to persons holding mortgages or other liens against the Premises. If after the expiration of the aforesaid time for the closing, any title defects shall not have been removed and conveyance not made, and possession delivered, or the Premises do not conform, all as required hereunder, then the Authority may without waiving any claims against Owner, either (a) terminate Authority's obligation to purchase the Premises pursuant to its exercise of the Option, or (b) accept such title as Owner can deliver to the Premises in their then condition and to pay therefor the purchase price; provided that in the event of such conveyance in accordance with this paragraph, if the Premises shall have been damaged by fire or casualty insured against, or taken in whole or in part by eminent domain, then Owner shall, unless Owner has previously restored the Premises to their former condition either: (a) pay over or assign to Authority, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or award for taking, less any amounts reasonably expended by Owner for any partial restoration; or (b) if a holder of a mortgage on the Premises (to the extent such holder has an interest in the proceeds or award) shall not permit the insurance proceeds or award or any part thereof to be used to restore the Premises to their former condition or to be so paid over or assigned, give Authority a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by Owner for any partial restoration. Nothing contained herein as to Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Premises in accordance with the terms hereof, as to use of proceeds to clear title or as to Authority's election to take title, nor anything else in this deed, shall be deemed to waive, impair or otherwise affect the priority of Authority's Option over matters appearing of record, or occurring, at any time after

the recording of this Deed , all such matters so appearing or occurring being subject and subordinate in all events to the Option.

16. Option Price. The agreed purchase price for Affordable Unit upon the exercise by the Authority of its option to purchase is the maximum resale price for the Unit as defined in this covenant.

17. Proceeds from Casualty or Taking or Abandonment of Condominium Regime. If an Affordable Unit is destroyed by fire or other casualty and not rebuilt, or if it is taken by eminent domain, or if an Affordable Unit ceases to be a separate ownership unit by reason of abandonment of a condominium regime or cooperative plan followed by a sale of the entire building with the proceeds of sale being distributed to the former unit owners, then all proceeds of insurance or condemnation award or sale in excess of the maximum resale price shall be the property of the Authority as compensation for the loss of the benefit of this covenant.

18. Notice. Any notice or other communication required or permitted to be given under this covenant must be in writing and shall be effective when received by the party to whom it is addressed or four business days after mailing by registered or certified mail return receipt requested, whichever first occurs. Notices and communications to the Authority shall be sent to the Authority at City Hall, Boston, Massachusetts 02115, Attention: Affordable Housing Plan Administrator, or to the Agent. Notices and other communications to the Owner shall be sent to the address stated in the Deed as the Owner's address or to the address of the owner of the premises as shown on the tax assessment roll of the City of Boston. Either party by notice to the other may designate a different address to which notices shall thereafter be sent.

19. Covenants to Run With the Land. It is intended and agreed that the agreements, covenants and restrictions set forth in this covenant shall run with the land constituting premises and shall be binding upon the Owner, its successors and assigns, for the benefit of and shall be enforceable by the Authority and its successors and assigns, for a period of thirty years from the date of the Deed, unless a notice of restriction is recorded by the Authority or its successors and assigns before the expiration of thirty years from the date of the Deed in which case the agreements, covenants and restrictions shall continue for twenty

years from the date of recording such notice of restriction. It is further agreed that the reservation or grant of the agreements, covenants and restrictions contained herein are for public and charitable purposes.

20. Appointment of Agent. The Authority may from time to time appoint and revoke the appointment of one or more agents who shall have the power to issue certificates as provided herein and to exercise and enforce the rights of the Authority as provided herein. Such appointments shall be made and revoked only by instrument in writing recorded in the Suffolk Registry of Deeds and each such action shall be effective only upon recording. No such instrument of appointment or revocation of appointment shall be effective unless it expressly refers to this covenant.

21. Enforcement. Without limitation on any other rights or remedies of the Authority, its successors or assigns, in the event of any rental or occupancy or sale or other transfer or conveyance of any Affordable Unit in violation of the provisions of this Covenant, the Authority shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (a) specific performance of the provisions of this Covenant;
- (b) voiding of the rental arrangement that violates this Covenant;
- (c) money damages for charges in excess of maximum rents or maximum resale prices;
- (d) money damages for the cost of creating or obtaining other dwelling units to fulfill the need for affordable housing by low income and moderate income households;
- (e) if the violation is a sale of an Affordable Unit at a price greater than the maximum resale price as provided herein, the Authority shall have the option to purchase the Affordable Unit on the same terms and conditions as provided herein for the exercise of its option to purchase, except that the purchase price shall be the price paid in a conveyance that would have complied with the provisions of this Covenant.

If any action is brought to enforce this Covenant, the prevailing party shall be entitled to actual attorneys fees and other costs

of bringing the action, in addition to any other relief or remedy to which such party may be entitled.

22. Third-Party Beneficiaries. The covenants as to maximum rent and maximum resale price may be enforced by any tenant or purchaser of an Affordable Unit.

23. Inconsistent Provisions. If any provision of this covenant is inconsistent with any express provision of the Deed between the Owner and the Authority into which this covenant is incorporated, then the express provision of the Deed shall prevail.

24. Captions Not Binding. Captions for sections have been inserted for convenient reference and are not to be construed to limit or modify the provisions of this covenant.

25. Severability. If any provision of this covenant is held to be invalid by any decision of any court of competent jurisdiction in an action in which the Authority is a party, such decision shall not impair or otherwise affect any other provision of this covenant.

AFFIRMATIVE FAIR HOUSING MARKETING PLAN AGREEMENT

BETWEEN

BAKER CHOCOLATE LIMITED PARTNERSHIP

AND

THE BOSTON REDEVELOPMENT AUTHORITY

This Agreement (the "Agreement") is entered into this _____ day of _____, 1987 between Baker Square Limited Partnership, a Massachusetts limited partnership (hereinafter referred to as "Developer") and the Boston Redevelopment Authority, a public body politic and corporate organized and existing under Chapter 121B of the Massachusetts General Laws, as amended (hereinafter referred to as the "Authority").

W I T N E S S E T H T H A T:

WHEREAS, the Boston Fair Housing Commission (the "Commission") has been established by Chapter 10 of the Ordinances of 1982, as amended by Chapter 33 of the Ordinances of 1982 passed by the Boston City Council on March 24, 1982 and November 22, 1982, respectively, and signed by the Mayor of the City of Boston, a copy of which Ordinances are annexed hereto as Exhibit A; and

WHEREAS, the Authority has entered into a Memorandum of Agreement dated December 8, 1986 by and between the Authority and the Commission, attached hereto as Exhibit B, to implement the City of Boston's Fair Housing and Employment Plan (the "Fair Housing Plan") dated March, 1986, attached hereto as Exhibit C;

WHEREAS, Developer desires to bring the benefits of certain affordable housing opportunities existing in connection with the Baker Mills Project, as hereinafter defined, to residents of the City of Boston who are minorities and women; and

WHEREAS, the Authority and Developer executed an agreement entitled "Cooperation Agreement for Planned Development Area No. 25" and dated June 2, 1987 (the "Cooperation Agreement"); and

WHEREAS, pursuant to Section 17 of the Cooperation Agreement, Developer agreed to formulate an Affirmative Marketing Plan which complies with the Fair Housing Plan and to submit said Affirmative Marketing Plan to the Director of the Authority; and

WHEREAS, this Agreement constitutes the Affirmative Marketing Plan required by Section 17 of the Cooperation Agreement;

NOW, THEREFORE, the parties do hereto mutually agree as follows:

Section 1. Definitions

The terms defined in this Section shall for all purposes of this Agreement have the following respective meanings:

(a) "Affordable Housing Agreement" shall mean the Affordable Housing Agreement between the Developer and Authority dated _____, attached hereto as Exhibit D.

(b) "Affordable Units" shall mean the thirty (30) housing units in the Baker Mills Project that are to be sold at the prices and upon the terms and conditions set forth in the Affordable Housing Agreement.

(c) "Agreement" shall mean this Affirmative Fair Housing Marketing Plan Agreement between the Developer and the Authority.

(d) "American Indian/Alaskan Native" shall mean a person having origins in any of the original peoples of the North American continent.

(e) "Anti-Displacement Priority" shall mean the priority set forth in Section 2(g)(I) of this Agreement whereby the Developer may target up to seventy percent (70%) of the Affordable Units in any category for residents of the Neighborhood as defined in Section 1(r).

(f) "Asian or Pacific Islander" shall mean a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Phillipine Islands and Samoa.

(g) "Authority" shall mean the Boston Redevelopment Authority, a public body politic and corporate, organized and existing under Chapter 121B of the Massachusetts General Laws, as amended.

(h) "Baker Mills Project" shall mean the development of approximately 300 residential units, a parking garage in a new residential/parking structure containing approximately 376 parking spaces, a parking garage in the basement of the existing Forbes Mill containing approximately 25 parking spaces, and approximately 49 spaces on grade to be constructed on the site known as 1241-1255 Adams Street, South Dorchester, Massachusetts and bounded by Adams Street to the east, Central Avenue to the west, the Neponset River to the south and by various commercial and residential land uses to the north.

(i) "Black" shall mean a person not of Hispanic origin who has origins in any of the black racial groups of Africa, Cape Verde or Haiti.

(j) "Commission" shall mean the Boston Fair Housing Commission established by Chapter 10 of the Ordinances of 1982, as amended by Chapter 33 of the Ordinances of 1982 passed by the Boston City Council on March 24, 1982 and November 22, 1982, respectively, and signed by the Mayor of the City of Boston.

(k) "Cooperation Agreement" shall mean the Cooperation Agreement for Planned Development Area No. 25 between the Developer and the Authority dated June 2, 1987.

(l) "Developer" Shall mean Baker Square Limited Partnership, a Massachusetts limited partnership with Related Companies Northeast, Inc. and Baker Chocolate Mills Associates as general partners and a principal place of business of c/o Related Companies Northeast, Inc., Exchange Place, Boston, Massachusetts 02109.

(m) "Fair Housing Plan" shall mean the City of Boston's Fair Housing and Employment Plan dated March, 1986.

(n) "Female Headed Household" shall mean a household in which the primary adult wage earner in the prior calendar year or recipient of support in the prior calendar year for that household is female.

(o) "Hispanic" shall mean a person of Mexican, Puerto Rican, or Cuban descent or other Caribbean Islander, Central or South American or other person of Spanish culture or origin regardless of race.

(p) "Market Rate Units" shall mean the 270 housing units in the Baker Mills Project to be sold at market rates.

(q) "Minority" shall mean a person who is either Black, Hispanic, American Indian/Alaskan Native, Asian/Pacific Islander or a person who is perceived to be a member of such group.

(r) "Neighborhood" shall mean the addresses with zip codes of 02124 and 02126. A map of the area with said zip codes is attached hereto as Exhibit E.

(s) "Outreach Efforts" shall mean outreach efforts set forth in Section 2(h) of this Agreement.

Section 2. Developer's Obligations

(a) Developer shall market the Affordable Units and the Market Rate Units in accordance with this Agreement.

(b) Developer shall not discriminate on the basis of race, color, religious creed, marital status, military status, handicap, children, national origin, sex, age, ancestry, sexual preference or source of income in Developer's selection of candidates for occupancy, in Developer's final selection of occupants for the Baker Mills Project, in Developer's employment of people comprising Developer's in-house sales personnel ("the Management Staff") for the Baker Mills Project, or in Developer's employment of people for any employment opportunity hereafter arising in connection with the construction of the Baker Mills Project. In concert with this policy, Developer shall use best efforts to employ a management staff for the Baker Mills Project that is representative of and sensitive to the needs of the Minority groups herein described and Female Headed Households.

(c) Developer shall cause the HUD Fair Housing and Equal Opportunity Logo and Slogan, attached hereto as Exhibit F, to be prominently displayed on the construction site sign during each phase of the Baker Mills Project beginning on the date of commencement of the construction of each phase of the Baker Mills Project and ending upon the completion of marketing of such phase. Developer shall prominently display the Commission's Fair Housing posters in English, Spanish and Chinese in the Baker Mills Project site office. The posters are attached hereto as Exhibit G.

(d) Developer shall cause the HUD Fair Housing and Equal Opportunity Logo and Slogan to be prominently displayed on all literature, stationery and brochures which shall be used in its advertising and marketing of the Project and in its program of community outreach.

(e) Contemporaneously with the approval and execution of this Agreement by the Authority, Developer shall execute a Non-Discrimin-

ation Statement in the form attached hereto as Exhibit H and submit it to the Authority for approval.

(f) Developer shall provide education for its staff regarding the fair housing laws, regulations and guidelines.

(g) Developer shall use the following criteria for selecting the purchasers of units in the Baker Mills Project:

(I) Anti-Displacement Priority. The Developer may target up to seventy percent (70%) of the Affordable Units in any category for Neighborhood residents. In no event may less than thirty percent (30%) of the Affordable Units in each category be marketed citywide. In addition, Developer may not exclude the application of non-neighborhood residents for any available units. Any plans for the selection of owners where the Anti-Displacement Priority is used as a selection criterion shall be approved by the Authority and the Commission.

(II) Developer shall pre-screen the income eligibility of applicants for Affordable Units.

(III) Developer shall choose applicants for consideration as purchasers with respect to the Affordable Units of a particular size by lottery. Developer shall assign each application an order of priority in a random manner.

(IV) Developer shall use best efforts to obtain an overall applicant pool that includes not less than twenty-one percent (21%) minority applicants.

(h) Outreach Efforts. Developer shall utilize the following affirmative marketing strategies and procedures to identify candidates to be considered for ownership of housing units in the Baker Mills Project:

(I) Advertisement. Developer shall publicly advertise the availability of the Affordable Units in each phase of the Baker Mills Project in conformity with HUD Fair Housing Advertising guidelines which are attached hereto as Exhibit I. Such advertisements shall be placed in the following newspapers: Boston Sunday Globe and/or Sunday Herald, Bay State Banner, La Semana and/or El Mundo (in Spanish) and Sam Pan (in Chinese). Thirty (30) days prior to commencing the advertisements in the Boston Globe and the Boston Herald, Developer shall commence the advertisements in the Bay State Banner, La Semana and/or El Mundo, and Sam Pan. The advertisements in the Bay State Banner, La Semana and/or El Mundo, and Sam Pan shall appear during the period of time that the advertisements are printed in the Boston Globe and the Boston Herald. Developer shall advertise the availability of units priced at the market rate in the aboved-named newspapers periodically for the duration of Developer's campaign of advertising for each phase of the Baker Mills Project.

All advertisements for the Affordable Units and the market rate units shall include the HUD Fair Housing and Equal Opportunity Logo and Slogan, a description of the housing including the number of bedrooms, the price ranges for each bedroom type, information regarding the application period/ process, the time and place of

informational meetings, eligible income limits, the phone number to call for further information, and the place and time of the availability of applications for units. Proposed forms of advertisements are attached hereto as Exhibits J and K.

(II) Community Outreach. Developer shall contact various established community groups, organizations and associations in an effort to publicize further the availability of housing opportunities at the Baker Mills Project. Developer shall accomplish this Community Outreach in the following manner:

(A) Developer shall send a notification to the community groups, organizations and associations listed in Exhibit L prior to the commencement of advertisements in the Bay State Banner, La Semana or El Mundo, and Sam Pan. Said notification shall contain the name and address of the Baker Mills Project; a description of the available Affordable Units and Market Rate Units in the pertinent phase of the Baker Mills Project and the price ranges for each bedroom type; a statement of the affirmative fair housing marketing program; a statement that all units in the Baker Mills Project are being sold on an open-occupancy basis; a statement that the community group was contacted because it might be interested in participating in Developer's program of affirmative marketing for the Baker Mills Project; and a contact name, address and phone number of an individual on Developer's Management Staff to contact for further information.

(B) Within Seven (7) days of the mailing of the notification in accordance with (A) above, Developer shall make a phone call to each community group, organization and association receiving the notification to determine which community groups, organizations and associations are interested in participating in Developer's program of affirmative marketing of the Baker Mills Project.

(C) Developer shall send flyers and brochures describing the Baker Mills Project to each community group, organization and association receiving notification in accordance with (A) above for distribution to its members.

(D) Developer shall contact the community groups, organizations and associations receiving notification in accordance with (A) above not less than three (3) times prior to the commencement of the receipt of applications for housing units in the Baker Mills Project.

(E) In the event that there exist unsold Affordable Units at the end of the Developer's program of advertising, Developer shall notify the community groups, organizations and associations previously receiving notification in accordance with (A) above of the existence of such unsold Affordable Units. The notification shall also include a description of the application process for the Baker Mills Project, the eligible income limits and the name and telephone number of the individual on Developer's Management Staff to contact for additional information.

(i) Application Procedures. Developer shall follow the following application procedures:

(I) Developer shall provide each applicant for an Affordable Unit with a brochure containing the history of the Baker Mills Project, the price ranges for the Affordable Units and Market Rate Units, as applicable, in the phase of the Baker Mills Project being marketed at the time of the applicant's interest, and other pertinent information regarding the Baker Mills Project.

(II) Developer shall make available to each applicant for an Affordable Unit sample floor plans of the Affordable Units in the phase of the Baker Mills Project being marketed at the time of applicant's interest.

(III) Developer agrees to submit the form for the application for Affordable Units to the Authority for approval prior to the use of said application. The application shall include a voluntary racial/ethnic identification question and a question asking how the applicant heard of the opportunity to apply.

(IV) Developer shall require each applicant for an Affordable Unit to complete an application in the form approved by the Authority in accordance with (III) above. Developer shall make the application available in English, Spanish, and such other languages as a need exists.

(V) Upon the completion of an application by an applicant, Developer shall arrange for an initial interview between the applicant and a member of the Developer's Management Staff.

(VI) Developer shall maintain a record of each applicant for an Affordable Unit containing the applicant's name, address, telephone number, income, number of bedrooms needed, Anti-Displacement Priority, and the voluntary request for minority/non-minority status.

(VII) Developer shall file the applications by Anti-Displacement Priority, number of bedrooms needed, and income level, as applicable.

(VIII) Developer shall allow an applicant for an Affordable Unit to have sixty (60) days to execute a purchase and sale agreement with the Developer and to demonstrate that he or she can acquire a binding commitment for financing for the purchase of the Affordable Unit for which the application was submitted. Developer shall allow the candidate with the top priority for each Affordable Unit to have sixty (60) days to execute a purchase and sale agreement with the Developer and to demonstrate that he or she can acquire a binding commitment for financing for the purchase of the Affordable Unit. If the applicant with the top priority fails to execute a purchase and sale agreement with the Developer and to obtain a binding commitment for financing for the purchase of the Affordable Unit, Developer shall allow the next person on the priority list for the unit size available to have sixty (60) days to execute a purchase and sale agreement with the Developer and to demonstrate that he or she can acquire a binding commitment for financing for the purchase of the Affordable Unit. If said candidate fails to execute a purchase and sale agreement

with the Developer and to obtain a binding commitment for financing for the purchase of the Affordable Unit, the procedure set forth in the previous sentence shall be followed until an applicant executes a purchase and sale agreement with the Developer and obtains a binding commitment for financing for the purchase of the Affordable Unit within the sixty (60) day time period.

Section 3. Compliance

(a) Developer shall maintain documentation of Developer's compliance with the provisions of this Agreement. Compliance for each phase shall be certified by the Authority prior to the offer or sale of any units. Developer shall utilize the forms attached hereto as Exhibit M to maintain said documentation.

(b) Developer shall submit documentation of compliance to the Authority and the Authority shall certify said compliance prior to the selection of any applicants for the purchase of any units in the Baker Mills Project or the offer of any unit to an applicant. Such documentation shall include but not be limited to: copies of invoices for advertising space; acknowledgement of receipt of outreach letters from housing counselling agencies; and a summary of the applications received per category.

(c) If the Authority determines that the Developer is not in compliance with the provisions of this Agreement, the Authority shall notify the Developer of the areas of non-compliance and shall request that the Developer take corrective actions to bring the Developer into compliance with the provisions of this Agreement.

(d) In the event that the Authority and /or the Commission determines that the Developer's efforts pursuant to this Agreement are not attracting applications targeted under Section 2(g) of this Agreement, the Authority and/or the Commission may make reasonable requests of the Developer for additional outreach and advertising efforts with respect to the Affordable Units.

Section 4. Assignment

Developer shall not assign or in any way transfer its interest or rights in this Agreement without the prior written consent of the Authority. The Authority recognizes that the Condominium Association is an intended assignee.

Section 5. Waiver

No act by or on behalf of the Authority shall be, or be deemed or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by the Authority, and expressly stated to constitute such waiver. Any express waiver by the Authority of any rights, terms or conditions of this Agreement shall not operate to waive such rights, terms or conditions or any other rights, terms or conditions, beyond the specific instance of such waiver.

Section 6. Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Developer and the public body or bodies succeeding to the interest of the Authority.

Section 7. Notices

All notices or other communication required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer of the Developer, or of the Authority, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, or delivered by hand to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

Developer: Baker Square Limited Partnership
c/o Related Companies Northeast, Inc.
Exchange Place
Boston, Massachusetts 02109

with a copy to: Christopher H. Milton, Esquire
Fine & Ambrogne
Exchange Place
Boston, Massachusetts 02109

Authority: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201
Attention: Director

with a copy to: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201
Attention: Assistant Director for Neighborhood
Housing and Development

and

Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201
Attention: Chief General Counsel

Section 8. Amendment

This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Developer and the Authority.

Section 9. Severability

Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the appli-

cation of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 10. Execution in Counterparts

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 11. Titles and Headings

The headings of the sections, subsections and paragraphs set forth herein are for convenience of reference only and are not a part of this Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 12. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 13. Effective Date

This Agreement shall be deemed to become effective as of the date it shall be executed and dated by all parties.

Section 14. Expiration

This Agreement shall terminate upon the sale of the final unit in the Baker Mills Project and the submission to and approval of the occupancy report form by the Authority attached hereto as Exhibit N.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered by their respective duly authorized representatives, as of the date first written above.

WITNESS:

BOSTON REDEVELOPMENT AUTHORITY

By: Stephen Coyle, Director

BAKER SQUARE LIMITED PARTNERSHIP

WITNESS:

By: RELATED COMPANIES NORTHEAST,
INC., as general partner of
Baker Square Limited Partner-
ship

By: Edward A. Saxe, President

Approved as to form:

Chief General Counsel
Boston Redevelopment Authority

